PROJECT MANUAL

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Award and Execution of Contract
Bid Proposal and Schedule
Sample Contractor Agreement
General Requirements
Special Provisions
Technical Specification
Attachments
and
Project Plans
For

SHELL GATE AND WILLOW OUTFALLS

PW No 04-25-15

Sealed proposals are due at 2:00 P.M., Tuesday, February 3, 2026

Scott Wikstrom, P.E
City Engineer
DocuSigned by:
Scott Wikstrom
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January, 2026
950 W Mall Square, Suite 110
Alameda CA 94501
Project Manager: William Smith
Telephone: 510-747-7962
Email: wsmith@alamedaca.gov

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1 NOTICE INVITING BIDS

CITY OF ALAMEDA
STATE OF CALIFORNIA
PW No. 04-25-15

Shell Gate and Willow Outfalls

The City of Alameda ("City") will accept sealed bids for its Shell Gate and Willow Outfalls Project, P.W. 04-25-15 ("Project"), by or before February 3, 2026 at 2:00 p.m., at the City's Public Works Office, located at 950 West Mall Square, Suite 110, Alameda, CA 94501at which time the bids will be publicly opened. No bids will be accepted unless submitted on the Bid Proposal and Schedule form provided in the Project Manual.

The Project includes, but is not limited to, performing the following Work:

Furnishing all labor, tools, equipment, materials except as herein specified; and doing all work associated with the installation of four grated overflow inlets on four storm outfall pipes and the installation of cured in place pipe on the storm pipe segments between the new overflow inlets and upstream drain inlet.

This Project is situated at Crown Memorial Beach in the vicinity of Shell Gate and Willow Roads

Approximate cost of construction: **$700,000**

There will be no prebid meeting for this Project.

The Contractor shall begin Work no later than five working days following the start date specified in the Notice to Proceed, which may be hand delivered or sent by email. The Contractor shall complete all Work on the Project within **96** working days after the above start date and within the construction window of **April 16, 2026 and September 1, 2026,** in accordance with S01 Access condition in EBRPD permit 025T-25. No work shall extend beyond September 1, 2026. The City will issue the NTP shortly after contract award and then suspend the count of working days so the Contractor can order any materials with long lead time. The working days will recommence April 16, 2026 such that the contractor then has the 96 days during the allowed construction window.

The Contractor, and all Subcontractors, shall pay all workers not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations ("DIR"), State of California, for the Work performed, pursuant to sections 1770 *et seq.* of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by the DIR, are on file at the City. Prevailing wage rates are also available online at: http://www. dir.ca.gov.

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 (8) hours. The rate for holiday and overtime work shall be at least time and one-half.

Pursuant to Public Contract Code ("PCC") section 4104, no contractor or subcontractor shall be qualified to bid on, or be listed in a bid proposal unless currently registered to perform public work pursuant to Section 1725.5.

No bids will be accepted from a Contractor who has not been licensed in accordance with Business and Professions Code section 7000 and following. The General Contractor shall possess a valid Class A construction license issued by the California Contractors State License Board for this Project.

Printed or electronic copies of the plans, specifications, and contract documents, including the Project Manual, and/or any issued addenda may be obtained from BPX Printing & Graphics located at 4740 E 2nd St. #29 Benicia, CA for a non-refundable cost of $50 per set, exclusive of shipping and handling. Copies of the documents may be viewed and ordered at https://www.alamedaplanroom.com/ or by contacting BPX at (707)745-3593 or at benicia@bpxprinting.com. Please contact BPX for ordering or downloading questions. To ensure receipt of any subsequent communications (e.g., an Addenda), each prospective bidder is responsible for confirming that their firm appears on the BPX plan holders' list.

Bidders are responsible for obtaining any and all changes to the plans, specifications, proposal forms, addenda, other project notifications, and documents during the bid process. A bid is invalid if the Bidder has not deposited it at the designated location prior to the time and date for receipt of bids indicated in this Notice Inviting Bids or prior to any addendum extension thereof.

The City reserves the right to reject any or all bids; to waive minor defects or technicalities; or to solicit new bids. As per PCC section 20170, all bids shall be submitted under seal and accompanied by cash, a bidder's bond executed by an admitted surety insurer, a cashier's check, or certified check payable to the City of Alameda in an amount equal to 10% of the total amount bid (PCC 20171).

Upon award of the contract, the successful Bidder shall furnish a bond for faithful performance in the amount of 100% of the total bid plus any contingency. The successful Bidder shall also furnish a bond to secure the payment of all claims for labor and material in the amount of 100% of the total bid plus any contingency. Further, the successful Bidder, and all subcontractors, shall pay for and obtain a City of Alameda Business License.

Retention: The Contractor may elect to receive 100% of payments due under the contract from time to time, without the City retaining any portion of the payment, by depositing securities of equivalent value with the City or in an escrow agent pursuant to PCC section 22300. Such securities, if deposited by the Contractor, shall be valued by the City's Risk Manager whose decision on valuation of the securities shall be final.

The Contractor's attention is called to the Business and Professions Code section 7108.5, which generally requires subcontractors to be paid not later than seven days after receipt of each progress payment.

Please direct any Project questions to William Smith, wsmith@alamedaca.gov.

CITY OF ALAMEDA

Erin Smith
Public Works Director

Dated: 1/12/2026

2 PUBLIC CONTRACT CODE INSTRUCTIONS TO BIDDERS

2-1 ADDENDA

Addenda are written or graphic instruments issued before the opening of the bids, which modify or interpret the Project Manual, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the Contract is executed.

2-2 INTERPRETATION OF CONTRACT DOCUMENTS

If any person contemplating the submission of a bid for the proposed construction finds discrepancies in or omissions from, or is in doubt as to the true meaning of any part of the Project Manual, the person shall request an interpretation in writing, on or before 5pm on January 27, 2026. Any interpretation or correction will be issued as an Addendum by the Engineer. Only a written interpretation or correction by Addendum is binding.

2-3 APPROVAL OF MATERIALS

Each Bidder represents that the Bidder's bid is based upon the materials, services, and equipment described in the Project Manual. No substitution will be considered unless it has been identified in the bid and substantiation is submitted in accordance with General Requirement 4-2, Substitution of Equals.

2-4 SUBMISSION OF BID

All bids must be prepared on the forms provided by the City and submitted in accordance with the Instructions to Bidders. A bid is invalid if it has not been deposited at the designated location before the time and date for receipt of bids indicated in the Notice Inviting Bids, or any extension issued to the Bidders in writing.

The ability of the Bidder to meet the expected schedule is required to have the bid considered valid and responsive.

Unless otherwise provided in the Project Manual, no Bidder shall modify, withdraw, or cancel the Bidder's bid or any part of it for 90 days after the time designated for the receipt of bids in the Notice Inviting Bids. Before the receipt of bids, if Addenda are issued, the Addenda will be mailed or delivered to each person or firm recorded on the plan holder list. It is the responsibility of each prospective bidder to confirm the Bidder's firm is on the plan holders' list held at BPXpress to ensure receipt of any subsequent communications, such as an Addenda.

Enclose the Bid Proposal and Schedule, with attachments, in a sealed envelope with the following address and identification on the face:

(Name of Bidder)

Bid Proposal for
PW NO. 04-25-15
Shell Gate and Willow Outfalls
IN ALAMEDA COUNTY
ALAMEDA, CALIFORNIA

2-5 BID MODIFICATION

Any Bidder may modify the Bidder's bid by email or written communication at any time before the scheduled closing time for receipt of bids if: (1) the communication is received by the City before the closing time; and (2) the City is satisfied that a written confirmation of the modification

over the signature of the Bidder was mailed before the closing time. The communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the City until the sealed bid is opened. If written confirmation is not received within two days before closing time, the City will not consider the modification.

3 PROPOSAL REQUIREMENTS, CONDITIONS AND BID PROCEDURES

3-1 EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT, AND SITE OF WORK

The Bidder shall examine carefully the site of the Work and this Project Manual. The submission of a bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of Work to be performed and materials to be furnished, and the requirements of the Contract.

3-2 ENGINEER'S ESTIMATE OF QUANTITIES

When given, the quantities in the Project Manual are approximate only, being given as a basis for the comparison of bids, and the Engineer does not expressly or by implication, agree that the actual amount of Work will correspond with those quantities, but reserves the right to increase or decrease the amount of any class or portion of the Work, or to omit portions of the Work, as may be deemed necessary or advisable.

3-3 PROPOSAL FORMS

All proposals must be made upon the "Bid Proposal and Schedule" in the Project Manual. The Bidder shall completely fill out the form in a clear and legible manner and properly sign and guarantee it.

All proposals shall be submitted as directed in the "Notice Inviting Bids" under sealed cover plainly marked as a proposal, and identifying the Project to which the proposal relates and the date of the bid opening. The City may reject proposals that are not properly marked or sealed.

3-4 PROPOSAL GUARANTEE

The Proposal Guarantee (Bid Bond) shall be forfeited to the City of Alameda if the Bidder does not, within ten calendar days after receipt of written notice that the contract has been awarded to them, enter into a contract with the City for the Work. Unless otherwise specified in the Special Provisions, all proposals or bids shall be accompanied by cash, cashier's or certified check, or Bidder's bond executed by a corporate surety insurer, all payable to the City of Alameda, in an amount equal to 10% of the total amount bid.

3-5 ADDENDA

The Engineer may, when deemed necessary, and at a time before the bid opening, issue addenda to the Project Manual to amend, clarify or correct information in them. The addenda shall constitute a part of the Project Manual and shall be equally binding with it. Addenda will be forwarded to all prospective Bidders on the plan holder list.

3-6 SUBSTITUTION OF EQUALS

Each Bidder represents that the Bidder's bid is based upon the materials, services and equipment described in the bidding documents. No substitution will be considered unless the Bidder submits a written request to the Engineer for approval, before the award of the Contract as required by PCC section 3400. Each such request shall include a complete description of the proposed substitute; the name of the material, service or equipment for which it is to be substituted; drawings, cuts, performance and test data; and any other substantiating detail. The Engineer will issue approval of substitution requests in writing only, and only those manufacturers, materials and equipment

approved in the Project Manual or by written notice will be acceptable for use on this Project. (See also General Requirements Sections 4-1 and 4-2.)

Any substitute material shall be identified in the proposal.

3-7 PROJECT STABILIZATION AGREEMENT

NOT USED

3-8 WITHDRAWAL OF BIDS

The Contractor may withdraw its bid, in writing, at any time before the time fixed in the Notice Inviting Bids for the opening of bids. The withdrawal of a bid does not prejudice the right of a Bidder to file a new bid. Bids will not be received, and may not be withdrawn, after the time and date fixed in the Notice Inviting Bids.

3-9 OPENING OF BIDS

Bids will be opened and read publicly at the time and place indicated in the Notice Inviting Bids. Bidders or their authorized agents are invited to be present.

3-10 RELIEF OF BIDDERS

Attention is directed to PCC sections 5100-5110, inclusive, concerning relief of Bidders, including the requirement that if the Bidder claims a mistake was made in his or her bid, the Bidder shall give the City written notice within five days of the opening of the bids of the alleged mistake, specifying in the notice, in detail, how the mistake occurred.

3-11 SUBCONTRACTORS

The Bidder shall comply with and be bound by the requirements of the "Subletting and Subcontracting Fair Practices Act" of the PCC section 4100 and following, for bidding, bid shopping and bid peddling, requiring accurate listing of all subcontractors, and requiring subcontractors to be licensed.

If the Bidder violates a provision of that chapter, the violation shall be deemed a breach of the Bidder and the City shall have all remedies provided by California law, including but not limited to those provided in PCC section 4110, allowing termination of the Contract or a penalty assessment of 10% of the subcontract.

As required under PCC section 4104 and following, a person making a bid shall in his or her bid set forth: (a) the name and location of the place of business of each subcontractor who will perform Work or labor or render service to the Contractor in or about the construction of the Work, or a subcontractor licensed by the State of California who, under subcontract to the Contractor specially fabricates and installs a portion of the Work according to detailed Drawings contained in the plans and Specifications, in an amount in excess of 0.5% of the total bid; (b) the portion of the Work which will be done by each such subcontractor under this act. The Bidder shall list only one subcontractor for each portion as defined by the Bidder in their bid.

3-12 BIDS FOR TRENCHING AND EXCAVATION WORK

In accordance with the provisions of California Labor Code section 6707, whenever the Project calls for the construction of a pipeline, sewer, sewage disposal system, boring or jacking pits, or similar trenches or open excavations, which are five feet deep or deeper, each bid submitted in response shall contain, as a bid item, adequate sheeting, shoring, and bracing or equipment method, for the protection of life or limb, which shall conform to applicable safety orders.

3-13 INSURANCE

Bidders' attention is directed to the insurance requirements set forth in Special Provisions Section 2 and the Draft East Bay Regional Park District (EBRPD) Permit (Attachment D). EBRPD will issue the final permit once insurance documentation is submitted and approved by them. It is highly recommended that Bidders confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of the required insurance certificates and endorsements. If an apparent low Bidder fails to comply strictly with the insurance requirements, that Bidder may be disqualified from award of the contract.

3-14 CITY'S DETERMINATION OF LOWEST RESPONSIBLE BIDDER AND BIDDER RESPONSIBILITY

3-14.1 General

The lowest responsible Bidder is that person who is the lowest monetary Bidder and:

1. whose bid is responsive (prepared and submitted in accordance with the requirements of the Bid Documents); and
2. who is responsible. In this case, "responsible" means the Bidder is responsible to perform the Work by demonstrating that it possesses: (1) the capacity to perform the Work required by the Contract Documents with respect to financial strength, resources available, and experience; and (2) the integrity and trustworthiness to complete performance of the Work in accordance with the Contract Documents. The City Engineer shall review "responsibility" of bidders based upon the criteria set forth in Section 3-14.3 below, Process for Determination.

3-14.2 Responsibility

In determining whether nor not a Bidder is responsible, the City may consider the following factors in relation to the Work to be performed:

1. Demonstrated financial strength including, but not limited to, resources available, bonding capacity, and available insurance.
2. Demonstrated safety record.
3. Successful completion of projects of similar scope and size. In reviewing this factor, the City may consider elements including, but not limited to, contract amount of completed projects, experience on public works projects, experience implementing prevailing wage certified payroll requirements, timeliness of performance, and, if necessary, evaluation of Bidder's work by previous cities, clients, design professionals, or subcontractors.
4. Sufficiency of contract administration and construction management systems including, but not limited to, proposed scheduling tools, proposed subcontract forms, proposed progress payment applications, and proposed certification of payroll documents.
5. History of claims, litigation, and termination or disqualification from projects.

The City will make its determination of responsibility based upon information submitted by bidders contained in the Bidders Statement of Financial Responsibility, Technical Ability and Experience included in the Bid Documents, and, if necessary, interviews with previous cities, clients, design professionals, or subcontractors with whom the bidder has worked. If a non-responsive or non-responsible Bidder submits additional evidence under Section 3-14.3 (7) of the Process for Determination, then that additional evidence shall be considered by the City Engineer in making its recommendation to the City Council.

3-14.3 Process for Determination

The City will determine the lowest responsible Bidder as follows:

1. City will determine the lowest monetary Bidder on the basis of the bid amount, in accordance with the calculation criteria set forth in the Bid Documents.
2. The lowest monetary Bidder's bid will be evaluated to determine whether or not that Bid is responsive (being prepared and submitted in accordance with the requirements of the Bid Documents).
3. If the lowest monetary Bidder's bid is responsive, the City Engineer will evaluate that Bidder's qualifications to determine whether or not the bidder is responsible to perform the Work.
4. If the City Engineer finds that the lowest monetary Bidder submitted a responsive bid, and that the Bidder is responsible, then that Bidder shall be deemed the apparent lowest responsible bidder, and the City Engineer shall report the findings as recommendations to the City Council.
5. If the City Engineer finds that the lowest monetary Bidder's bid is not responsive, or that the lowest monetary bidder is not responsible, then the Engineer may review the responsiveness and responsibility of the next low monetary Bidder. If the City Engineer finds that the next low monetary Bidder is responsive and responsible, then that next low Bidder shall be deemed the apparent lowest responsible Bidder, and the City Engineer shall report its findings as recommendations to the City Council.
6. This process may continue until the City Engineer finds the lowest monetary bidder which is also responsive and responsible.
7. If one or more low monetary Bidders are found by the City Engineer to be non-responsive or non-responsible, those Bidders will be given notice and a reasonable opportunity to present additional relevant evidence to the City Engineer, within five working days after the Bidder receives the notice.
8. The City may investigate the responsibility and qualifications of all Bidders to whom the award is contemplated for a period not to exceed 60 days after the bid opening. The 60-day review period may be extended upon the written request by the City Engineer and written approval by the affected Bidders.
9. The City Engineer shall report his or her findings as recommendations to the City Council.
10. The City Council reserves the right to reject any or all bids, and to waive any irregularity. No bid is binding upon the City until after the Contract is signed by both the Contractor and the City.
11. If the City Council determines that it is in the City's best interest to award the Contract, a Notice of Award shall be sent to the lowest responsible Bidder as determined by the City Council. The City Council's decision is final.

4 AWARD AND EXECUTION OF CONTRACT

4-1 AWARD OF CONTRACT

City reserves the right to reject any and all bids, accept or reject alternates, and waive irregularities or informalities in the bid and bidding.

Bids will be compared on the basis of the Engineer's estimate of the quantities of Work to be done. The decision of whether or not alternates will be used will be recommended by the City Engineer to City Council at the time of award. The value of alternates shall not be used in the determination of the low Bidder.

The award of the Contract, if it be awarded, will be to the lowest responsible Bidder (under Bid Documents Section 3-14) within 90 days after the proposals have been publicly opened.

The City reserves the right to increase or decrease the amount of any class or portion of the Work, or to omit any portion(s) of the Work (including complete base bid items), at the contract price, as the Engineer deems necessary or advisable. Price negotiations on the contract prices are optional (at the request of either party) if the actual amount of the Work is different from the above estimates by 25% or greater.

4-2 CONTRACT BONDS

4-2.1 General

Before the City executes the contract, the Contractor shall file with the City surety bonds satisfactory to the City in the amounts and for the purposes noted in this Section. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California. The Contractor shall pay all bond premiums, costs, and incidentals.

Each bond shall be signed by both the Contractor and surety and the signature of the authorized agent of the Surety shall be notarized.

The Contractor shall provide two good and sufficient surety bonds: the payment bond and the faithful performance bond. Sample bonds are including in **Attachment E**.

4-2.2 Payment Bond

The Payment Bond (material and labor) shall be for not less than 100% of the contract price plus any contingency, to satisfy claims of material suppliers and of mechanics and laborers employed on the Work. The bond shall be maintained by the Contractor in full force and effect until the completed Work is accepted by the City, and until all claims for materials and labor are paid.

4-2.3 Faithful Performance Bond

The Faithful Performance Bond shall be for 100% of the contract price plus any contingency to guarantee faithful performance of all Work, within the time prescribed, in a manner satisfactory to the City, and that all materials and Workmanship will be free from original or developed defects. The bond shall be maintained by the Contractor in full force and effect until the completed Work is accepted by the City and until all claims for materials and labor are paid.

4-2.4 Bond Renewal and Extension

If any bond becomes insufficient, the Contractor shall immediately replace the bond with a substitute upon request from the City, and the effective date of the bond shall be from the beginning of Work.

If any surety at any time is unsatisfactory to the City, City will give notice to the Contractor. No further payments shall be deemed due or will be made under the contract until a new surety qualifies and is accepted by the City.

Changes in the Work, or extensions of time, made under the Contract, shall not release the Contractor or surety from their obligations. The surety must waive notice of such changes or extensions.

4-3 EXECUTION OF CONTRACT

The successful bidder will receive contracts in preparation for bid award by the City Council. The successful bidder shall sign the Contract and return it, together with the insurance certificate and necessary endorsements, within 5 calendar days after receiving the Contract Documents. The contract will not be considered fully executed until all parties sign the Contract Documents following Council award.

4-4 RETURN OF PROPOSAL GUARANTIES

Within ten calendar days after the execution of the contract, or the decision to reject all bids, the City will return the proposal guaranties accompanying those proposals not to be further considered.

5 BID PROPOSAL TO THE CITY OF ALAMEDA

NAME OF BIDDER _____

BUSINESS ADDRESS _____

CITY, STATE, ZIP _____

TELEPHONE NO: AREA CODE ( ) _____

The Work for which this proposal is submitted is for construction in accordance with the Contract Documents.

The Project plans for the Work to be done were approved and are entitled:

Shell Gate and Willow Outfalls
PW NO. 04-25-15
CITY OF ALAMEDA
ALAMEDA COUNTY, CALIFORNIA

Bids are to be submitted for the entire Work. The amount of the bid for comparison purposes will be the total of bid items, including revocable bid items.

Bid bond or check. Accompanying this proposal is _____, [Insert: Cash $_____, Cashier's Check, Certified Check, or Bidder's Bond, as the case may be] in an amount equal to at least 10% of the total of the bid.

Execution within ten days. The Bidder agrees to execute the required contract(s), with necessary bonds, within ten calendar days of notification that the City has accepted the bid and the con-tract is ready for signature. If the Bidder fails to do so, the City may, at its option, determine that the Bidder has abandoned the contract. The penalty for default is forfeiture to the City of Alameda of the proceeds of the proposal guarantee accompanying this bid.

Addenda. This proposal is submitted to include the changes to the Contract Documents as Addendum numbers _____. [Fill in if addenda have been issued.] If addenda issued, print, sign and date each addenda and include with this bid proposal.

Warning. If the City has issued an addendum or addenda, the City may reject this Proposal if all addenda are not noted above as being received by the Bidder.

License. The Bidder is licensed in accordance with the State of California Contractor's License Law.

License No. _____

Class _____

Expiration Date _____

Bidder's status. If an individual, so state. If a firm co partnership, state the firm name and give the names of all individuals or copartners composing the firm. If a corporation, state legal names of corporation and also names of President, Secretary, Treasurer and Manager.

The names of all persons interested in the Bid Proposal as principals are as follows:
[Note: If Bidder or other interested person is a corporation, state legal name of the corporation, also names of the president, secretary, treasurer, and manager; if a co-partnership, state name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last names in full. Use additional pages if necessary.]

_____

_____

Documents included in Bid Proposal and Schedule. The following are attached and included in the Bid Proposal and Schedule:

- ☐ 5 Bid Proposal
- ☐ 5-1 Bid Schedule
- ☐ 5-2 Proposed Subcontractor Form
- ☐ 5-3 Not Used
- ☐ 5-4 Non-collusion Declaration
- ☐ 5-5 Questionnaire to General Contractors
- ☐ 5-6 Bidder's Statement of Financial Responsibility, Technical Ability and Experience
- ☐ 5-7 Bidder's Bond
- ☐ 5-8 Bidder's Request for Material Substitution
- ☐ 5-9 Guaranty
- ☐ 5-10 NOT USED

Signature. Under penalty of perjury, I declare that to the best of my knowledge and belief: the representations made in these Bid Documents are true, correct and complete.

SIGNATURE OF BIDDER _____

Print or Type Name, Address and Telephone Number:

_____

_____

DATED: _____, 2026

5-1 BID SCHEDULE FOR SHELL GATE AND WILLOW OUTFALLS

TO: CITY COUNCIL, CITY OF ALAMEDA, CALIFORNIA

The undersigned Bidder declares that Bidder has carefully examined the Project Manual, and is satisfied as to the field conditions the Bidder will encounter. The Bidder proposes to furnish all materials, labor and equipment and to do all Work required to complete the Work in accordance with the Project Manual, for the prices set forth in the following schedule (including all applicable taxes):

	Description	Est. Qty.	Unit	Unit Price	Total Price
1	MOBILIZATION, DEMOBILIZATION AND STORMWATER POLLUTION CONTROL	1	LS		
2	PEDESTRIAN AND TRAFFIC CONTROL	1	LS		
3	15” CIPP LINER	106	LF		
4	18” CIPP LINER	188	LF		
5	12” CIPP LINER	36	LF		
6	OVERFLOW OUTLET STRUCTURE INSTALLATION	4	EA		
7	MECHANICAL SHEETING AND SHORING OF OVERFLOW OUTLETS TRENCH	1	LS		
8	INSTALL 2' BAND OF RIP-RAP AROUND INLET	4	EA		
9	TIDE VALVE INSTALLATION	8	EA		
				Total Bid	

Entire Work. Bids are required for the entire Work, including the alternative bid items if any. The amount of the bid for the purposes of the award will be the total of the amount of all the base bid items. The City will determine which additional alternate(s), if any, will be awarded. All items are based on an “in place” condition.

Item price and total. The Bidder shall set forth for each unit basis item of Work an item price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the “total” column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

Discrepancies. In the case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail. However, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the “total” column, then the amount set forth in the “total” column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

Quantities. The foregoing quantities are approximate only, being given as a basis for the comparison of bids. The City does not, expressly or by implication, agree that the actual amount

of Work will correspond with the quantities, but reserves the right to increase or decrease the amount of any class or portion of the Work, or to omit any portion(s) (this includes complete base bid items) of the Work, as the Engineer deems necessary or advisable, at the contract price. Price negotiations on the contract prices are optional if the actual amount of Work is different from the above estimates by 25% or greater.

5-2 PROPOSED SUBCONTRACTOR FORM

A subcontractor is any entity, not a direct employee of the prime Contractor, which performs any work on the Project in excess of one half of one percent (.5%) of the prime Contractor's total bid. Per California PCC section 4104, for each subcontractor to perform work or labor or render service to the prime Contractor in or about the construction of the Project, the Bidder is **required** to state the name, location of the place of business, the California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code (noted as DIR No. in the table below). If no subcontractors, sign form with none listed and include form with Bid Proposal.

SUBCONTRACTOR'S NAME	CA LICENSE NO.	BUSINESS ADDRESS	DESCRIPTION OF WORK	DIR NO.

(This form may be duplicated if necessary to list additional subcontractors)

Signed:_____

5-3 NOT USED

5-4 NON-COLLUSION DECLARATION

Title 23 United States Code section 112, and

PCC section 7106

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted this bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 20__, at _____(city), California."

_____

(Signature of representative of Bidder)

5-5 QUESTIONNAIRE TO GENERAL CONTRACTORS

1. Bid depository or registry services. Were bid depository or registry services used in obtaining subcontractor bid figures in order to compute your bid?

YES [ ] NO [ ]

If the answer to No. 1 is "yes," please forward a copy of the rules of each bid depository you used with this questionnaire.

2. Other source of subcontractors. Did you have any source of subcontractor bids other than bid depositories?

YES [ ] NO [ ]

3. Threats of boycott or other sanctions. Has any person or group threatened you with subcontractor boycotts, union boycotts, or other sanctions to attempt to convince you to use the services or abide by the rules of one or more bid depository?

YES [ ] NO [ ]

If the answer to No. 4 is "yes," please explain the following details:

a. Date:
b. Name of person or group:
c. Job involved (if applicable):
d. Nature of threat:
e. Additional comments (use additional paper if necessary):

4. Disqualification or removal. Have you, any officer of Bidder, or any employee who has a proprietary interest in Bidder ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation? If so, explain the circumstances. (PCC §10162.)

YES [ ] NO [ ]

5. Federal court action. No more than one final, un-appealable finding of contempt of court by a federal court has been issued against the Bidder within the immediately preceding two-year period because of the contractor's failure to comply with an order of a federal court which orders the contractor to comply with an order of the National Labor Relations Board. (For purposes of this section, a finding of contempt does not include any finding which has been vacated, dismissed, or otherwise removed by the court because the contractor has complied with the order which was the basis for the finding.) (PCC §10232.)

TRUE? [ ]

6. No convictions. Neither the Bidder nor any proposed subcontractor (nor the partner, member, officer, director, responsible managing officer, or responsible managing employee of either of them) has been convicted of any of the following offenses: fraud, bribery, collusion, conspiracy, bid-rigging, price-fixing or any other act in violation of any state or federal antitrust or public corruption law in connection with the bidding upon, award of, or performance of, any public works contract with any public entity. (PCC §10285.1.)

TRUE? [ ]

7. Litigation. Please provide the following information on all state or federal litigation in which Bidder or any proposed subcontractor was a named party:

a. Case name

b. Case location (including county and state for state litigation, or district for federal litigation)

c. Year case was filed

d. Whether case is pending or resolved

SIGNED: _____

Please return this form with your bid proposal.

5-6 BIDDER'S STATEMENT OF FINANCIAL RESPONSIBILITY TECHNICAL ABILITY AND EXPERIENCE

The Bidder is required to state what work of a similar character to that included in the proposed contract the Bidder has successfully performed and give reference which will enable the City Council to judge his responsibility, experience skill, and business standing.

The Bidder shall have at least three years of experience as a licensed Contractor and shall submit with the bid a list of three similar installations in the Bay Area installed during the last five years.

The Bidder shall submit with the bid proposal a statement of the work of a similar size and character to that included in the proposed contract which the Bidder has successfully performed.

Agency for Whom Work Was Done	Contact Name w/ Phone #	Project	Completion Date	Contract Price

SIGNED: _____

5-7 BIDDER'S BOND

We: _____as Principal, and _____ as Surety, are bound to the City of Alameda in the penal sum of ten percent (10%) of the total amount of the bid of the Principal, for the payment in United States dollars, to be made to the City of Alameda. We bind ourselves, our heirs, executors, administrators and successors, jointly and severally, by this Bidder's Bond. In no case shall the liability of the surety under this bond exceed $_____. Bid: This bond is based on the fact that the Principal has submitted a bid to the City of Alameda for certain construction specifically described as _____.

The bids are to be opened at City Hall West, Alameda, California on _____, 20__.

NOW, THEREFORE,

a) If the bid is rejected or awarded to another bidder, then this obligation is void.

b) If the Principal is awarded the contract and, within the time and manner required under the Contract Documents enters into a written contract in the prescribed form, in accordance with the bid, and files two bonds with the City, one to guarantee faithful performance, and the other to guarantee payment for labor and materials as required by law, then this obligation shall be void; otherwise, it remains in effect.

c) The Surety agrees that its obligations and those of the bond shall not be impaired or affected by any extension of the time within which the City of Alameda may accept the bid; and the Surety here waives notice of any such extension.

d) If the City brings suit on this bond, the surety shall pay reasonable attorney's fees and costs incurred by the City, in addition to the bond amount.

Signatures. We have executed this Bidder's Bond (and seals) on _____, 20___.

_____ (SEAL) _____ (SEAL)

_____ (SEAL) _____(SEAL)

_____ _____

PRINCIPAL ADDRESS SURETY ADDRESS

NOTE: Signatures of those executing for the surety must be properly acknowledged.

5-8 BIDDER'S REQUEST FOR MATERIAL SUBSTITUTION

The Bidder has 15 calendar days after award of the contract for submission of data substantiating a request for a substitution of "an equal" item(s). (See Bid Documents, Section 3-5.) A request for a substitution of material must be identified on this sheet and submitted as part of the Bid Proposal. If no material substation requests, leave the table blank, sign the form and submit with bid.

The Bidder here submits a list of substitute material for consideration as "an equal".

Trade Name/Model or Catalog Number as Specified in Special Provisions	Substitute Trade Name/Model or Catalog Number

Signed: _____

5-9 GUARANTEE

CITY OF ALAMEDA

A. The Bidder guarantees the construction and installation all of the Work included in this Project.

B. If within 12 months after the City accepts the Work under the Contract:

(a) any of the materials or equipment prove defective; or

(b) the Work as a whole proves defective due to faulty workmanship, material furnished or methods of installation; or

(c) the Work or any part of it fails to operate properly as originally intended and in accordance with the Contract Documents;

the Bidder/Contractor agrees to the following:

1. to reimburse the City, upon demand, for its expenses incurred in restoring the Work to the condition contemplated in the Project, including the cost of any equipment or materials replaced and the cost of removing and replacing any other Work necessary to make the replacement or repairs; or

2. upon demand by the City, to replace any such material and to repair the Work completely without cost to the City so that the Work will function successfully as originally contemplated.

C. The City has the unqualified option to make any needed replacements or repairs itself or to have those replacements or repairs done by the Bidder/Contractor. If the City chooses to have the Work performed by the Bidder/Contractor, the Bidder/Contractor agrees that the Bidder/Contractor will make the repairs and furnish the materials as are necessary, within a reasonable time after City's demand. If Bidder/Contractor fails or refuses to comply with the Bidder/Contractor's obligations under this guaranty, the City is entitled to all costs and expenses, including attorneys' fees, reasonably incurred by reason of that failure or refusal.

_____ _____

Bidder/Contractor Date

5-10 NOT USED

6 CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT ("**Agreement**") is entered into this _____ day of _____ 2026, by and between the CITY OF ALAMEDA, a municipal corporation ("**the City**"), and COMPANY, a (California corporation, LP, GP, sole proprietor/individual) whose address is Address, **(**"**Contractor**"), in reference to the following:

RECITALS:

A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the City's Charter.

B. The City is in need of the following services: installation of four grated overflow inlets on four storm outfall pipes and the installation of cured in place pipe on the storm pipe segments between the new overflow inlets and upstream drain inlet. City staff issued an IFB on January 13, 2026, after a submittal period of 21 days received NUMBER of timely submitted bids, and the bids were opened on February 3, 2026. Staff reviewed the bids and selected the lowest responsive and responsible bidder.

C. Contractor possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement, and desires to perform and assume responsibility for those services on the terms and conditions described herein. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, and all insurance documentation, as required by this Agreement.

D. Whereas, the City Council authorized the City Manager to execute this agreement on _____.

E. The City and Contractor desire to enter into an agreement for the installation of four grated overflow inlets on four storm outfall pipes and the installation of cured in place pipe on the storm pipe segments between the new overflow inlets and upstream drain inlet, upon the terms and conditions herein.

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. TERM:

Contractor shall have **96** consecutive working days from the date the work is to commence pursuant to the Notice to Proceed to diligently prosecute the work to completion. In accordance with the construction window April 16, 2026 – September 1, 2026, as outlined in the supplementary conditions of EBRPD Permit 025T-25, no work will take place after September 1, 2026. The City will issue the NTP shortly after contract award and then suspend the count of working so the Contractor can order any materials with long time. The working days will

recommence April 16, 2026 such that the contractor has 96 consecutive days during the allowed construction window.

2. SERVICES TO BE PERFORMED:

Contractor agrees, at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all work strictly in accordance with the Specifications, Special Provisions and Plans, which Specifications, Special Provisions and Plans are hereby referred to and expressly made a part hereof with the same force and effect as if the same were fully incorporated herein. Contractor acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Contractor to perform all tasks included therein.

3. COMPENSATION TO CONTRACTOR:

Contractor shall be compensated for services performed pursuant to this Agreement in the amount and manner set forth in Contractor's bid, which is attached hereto as Exhibit A and incorporated herein by this reference. Payment will be made in the same manner that claims of a like character are paid by the City, with checks drawn on the treasury of the City.

Payment will be made by the City in the following manner: On the first day of each month, Contractor shall submit a written estimate of the total amount of work done the previous month. However, the City reserves the right to adjust budget within and between tasks. Pricing and accounting of charges are to be according to the bid packet pricing, unless mutually agreed to in writing.

Payment shall be made for 95% of the value of the work completed as determined by the City. The City shall retain 5% of the value of the work as partial security for the completion of the work by Contractor. Retained amounts shall be paid to Contractor within sixty days of acceptance by the City of the project. Payment shall not be construed as acceptance of defective work. No interest will be paid to Contractor on retained funds.

Total compensation for work is $_____, with a _____ percent contingency in the amount of $_____ for a total not to exceed of $_____. Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

Prompt Payment Of Withheld Funds To Subcontractors: The City shall hold retainage from the prime contractor and shall, as determined by the City, make prompt and regular incremental acceptances of portions of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted by the City, including incremental acceptances of portions of the contract work. Any delay or postponement of payment may take place only for good cause and with the City's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving (a) late payment or nonpayment by the prime

contractor, (b) deficient subcontractor performance, or (c) noncompliance by a subcontractor with the contract, including but not limited to remedies under California Public Contract Code Section 9204. This clause applies to both DBE and non-DBE subcontractors.

4. TIME IS OF THE ESSENCE:

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

It is agreed by the parties to this Agreement that if all the work called for under the Agreement is not completed before or upon the expiration of the time limit as set forth in Paragraph 1 above, damage will be sustained by the City, and it is and will be impracticable to determine the actual damage which the City will sustain in the event of and by reason of such delay. It is therefore agreed that Contractor will pay the City the sum of **ONE THOUSAND ONE HUNDRED AND FOUR DOLLARS** (**$1,104**) per day as liquidated damages for each and every day's delay beyond the time prescribed to complete the work; and Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the City may deduct the amount thereof from any money due or that may become due Contractor under the Agreement.

It is further agreed that in case the work called for under the Agreement is not finished and completed in all parts and requirements within the time specified, the City shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City; and if the City decides to extend the time limit for the completion of the Agreement, it shall further have the right to charge Contractor, its successors, heirs, assigns or sureties, and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual costs and overhead expenses which are directly chargeable to the Agreement, and which accrue during the period of such extensions.

Contractor shall not be assessed with liquidated damages during any delay in the completion of the work caused by an act of God or of the public enemy, acts of the City, fire, flood, epidemic, quarantine restriction, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; provided that Contractor shall, within one (1) day from the beginning of such delay, notify the City in writing of the causes of delay. The City shall ascertain the facts in good faith and the extent of the delay, and its findings of the facts thereon shall be final and conclusive.

5. STANDARD OF CARE:

Contractor shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents that it is skilled in the professional calling necessary to perform all services contracted for in this Agreement. Contractor further represents that all of its employees and subcontractors shall have sufficient skill and experience to perform the duties assigned to them pursuant to and in furtherance this Agreement. Contractor further represents that it (and its employees and subcontractors) have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the services (including a City Business License, as needed); and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform (at its own cost and expense and without

reimbursement from the City) any services necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of any services under this Agreement, or a threat to the safety of persons or property (or any employee who fails or refuses to perform the services in a manner acceptable to the City) shall be promptly removed by the Contractor and shall not be re-employed to perform any further services under this Agreement.

6. INDEPENDENT PARTIES:

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

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

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

8. NON-DISCRIMINATION:

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable employer/employee conduct, neither Contractor nor Contractor's employees, agents, subcontractors or suppliers shall harass or discriminate against any job applicant, City employee, or any person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to race, religious creed, color, national origin, ancestry, disability (both mental and physical), including HIV and AIDS, medical condition (e.g.. cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate union activities. Such non-discrimination shall include but not be limited to all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Contractor agrees that any violations of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

To the fullest extent permitted by law, Contractor shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials,

employees, agents and volunteers ("Indemnitees") from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney's fees and costs of litigation ("Claims"), arising from or in any manner connected to Contractor's performance of its obligations under this Agreement or out of the operations conducted by Contractor even if the City is found to have been negligent. If the Claims filed against Indemnitees allege negligence, recklessness or willful misconduct on the part of Contractor, Contractor shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Contractor. Contractor shall not have any obligations to indemnify Indemnitees if the loss or damage is found to have resulted solely from the negligence or the willful misconduct of the City. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

As to Claims for professional liability only, Contractor's obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.

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

10. INSURANCE:

a. On or before the commencement of the terms of this Agreement, Contractor shall furnish City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10.b. (1) through (4). Such certificates, which do not limit Contractor's indemnification, shall also contain substantially the following statement:

> "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days advance written notice to the City of Alameda, Attention: Risk Manager."

Contractor shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company licensed to offer insurance business in the State of California with a current A.M. Best's rating of no less than A:VII or Standard & Poor's Rating (if rated) of at least BBB unless otherwise acceptable to the City. Endorsements naming the City, its City Council, boards, commissions, officials, employees, agents and volunteers as additional insured shall be submitted with the insurance certificates.

b. COVERAGE:

Contractor shall maintain insurance coverage and limits at least as broad as:

(1) Workers' Compensation:
Statutory coverage as required by the State of California.

(2) Liability:
Commercial general liability coverage in the following minimum limits:

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

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

If submitted, combined single limit policy with per occurrence limits in the amounts of $2,000,000 and aggregate limits in the amounts of $4,000,000 will be considered equivalent to the required minimum limits shown above. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(3) Automotive:

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

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

or

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

Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(4) Pollution Prevention:

Legal liability required for hazardous materials excavation in the amount of $2,000,000 each occurrence. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

c. SUBROGATION WAIVER:

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether 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 Contractor, its employees, agents and subcontractors.

d. FAILURE TO SECURE:

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

e. ADDITIONAL INSURED:

The City, its City Council, boards, commissions, officials, employees and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy. The additional insured coverage under the Contractor's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance.

f. SUFFICIENCY OF INSURANCE:

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

g. EXCESS OR UMBRELLA LIABILITY:

If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this Agreement, then said policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this Agreement, including but not limited to, the additional insured, SIR, and primary insurance requirements stated therein. No insurance policies maintained by the indemnified parties or Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until all the primary and excess liability policies carried by or available to the Contractor are exhausted. **If a Provider is using an Excess Liability policy to supplement any insurance coverage required by this Agreement, they must submit the Excess Liability policy in full.**

11. BONDS:

Contractor shall furnish the following bonds from a bonding company acceptable to the City's Risk Manager:

A. Faithful Performance: A bond in the amount of 100% of the total contract price guaranteeing the faithful performance of this contract, and

B. Labor and Materials: A bond for labor and materials in the amount of 100% of the total contract price.

Faithful Performance Bond and Labor and Material Bond are only required for work over $25,000. Therefore, those estimates that are under $25,000 will not need to budget for the bond premiums and those estimates over $25,000 will need to budget for the bond premiums.

12. PROHIBITION AGAINST TRANSFERS:

Contractor shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Any attempt to do so without said consent shall be null and void,

and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, Contractor's claims for money from the City under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to the City by Contractor.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Contractor is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Contractor, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the entity.

13. SUBCONTRACTOR APPROVAL:

Unless prior written consent from the City is obtained, only those people and subcontractors whose names are listed in Contractor's bid shall be used in the performance of this Agreement.

Requests for additional subcontracting shall be submitted in writing, describing the scope of work to be subcontracted and the name of the proposed subcontractor. Such request shall set forth the total price or hourly rates used in preparing estimated costs for the subcontractor's services. Approval of the subcontractor may, at the option of the City, be issued in the form of a Work Order.

In the event that Contractor employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general and automobile liability insurance in reasonable conformity to the insurance carried by Contractor. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

14. PERMITS AND LICENSES:

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

15. REPORTS:

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

No report, information nor other data given to or prepared or assembled by Contractor pursuant to this Agreement shall be made available to any individual or organization by Contractor without prior approval by the City.

Contractor shall, at such time and in such form as the City may require, furnish reports concerning the status of services and work required under this Agreement.

16. RECORDS:

Generally, the City has the right to conduct audits of Contractor's financial, performance and compliance records maintained in connection with Contractor's operations and services performed under the Agreement. In the event of such audit, Contractor agrees to provide the City with reasonable access to Contractor's employees and make all such financial (including annual financial statements signed by an independent CPA), performance and compliance records available to the City. City agrees to provide Contractor an opportunity to discuss and respond to any findings before a final audit report is filed.

Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by the City that relate to the performance of services and work under this Agreement.

Contractor shall maintain adequate records of services and work provided in sufficient detail to permit an evaluation of services and work. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to such books and records to the representatives of the City or its designees, and gives the City the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

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

17. NOTICES:

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals from Contractor to the City shall be addressed to the City at:

City of Alameda Public Works
950 W Mall Square
Alameda, CA 94501
ATTENTION: William Smith
Ph: (510) 274-7003
Email: wsmith@alamedaca.gov

All notices, demands, requests, or approvals from the City to Contractor shall be addressed to Contractor at:

[Contractor Name]
[Department]
[Address]
Alameda, CA 94501
ATTENTION; [Title]
Ph: (510) xxx-xxxx / Fax: (510) xxx-xxxx
Email:

18. SAFETY:

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

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

19. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the term of this Agreement, Contractor shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by Contractor, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by the City. Contractor shall defend, indemnify, and hold City (including its officials, directors, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws and regulations pursuant to the indemnification provisions of this Agreement.

20. HEALTH AND SAFETY REQUIREMENTS.

Contractor acknowledges that the City shall have the right to impose, at the City's sole discretion, requirements that it deems are necessary to protect the health and safety of the City employees, residents, and visitors. Contractor agrees to comply with all such requirements,

including, but not limited to, mandatory vaccinations, the use of personal protective equipment (e.g. masks), physical distancing, and health screenings. Contractor also agrees to make available to the City, at the City's request, records to demonstrate Contractor's compliance with this Section.

21. PREVAILING WAGES:

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq. as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws") which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Contractor agrees to fully comply with such Prevailing Wage Laws if the services are being performed as part of an applicable "public works" or "maintenance" project as defined by the Prevailing Wage Laws and if the total compensation is $1,000 or more. City, upon Contractor's request, shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the services available to interested parties upon request; and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify, and hold the City (its elected officials, officers, employees, and agents) free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

22. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE AND PREVAILING WAGE REQUIREMENTS ON PUBLIC WORKS PROJECTS:

a. For purposes of Sections 22 through 24 of this Agreement, the terms "claim", "contractor", "public works project" and "subcontractor" shall have the same meanings set forth in Public Contract Code Section 9204.

b. No contractor or subcontractor may be listed on a bid proposal for a public works project, nor engage in the performance of any public work contract, unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 (with the limited exceptions for certain bids pursuant to Labor code Section 1771.1(a)). Registration instructions may be found at the following website: https://www.dir.ca.gov/Public-Works/Contractor-Registration.html

c. Contractor and each subcontractor shall keep an accurate payroll record, 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 him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to City, forfeit not more than $100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the

provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner at the following website: https://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html

d. Contractor is required to all post job site notices as prescribed by State law. (See 8 Cal. Code Regs, Section 16451(d).)

e. The project that is governed by this Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

f. In executing this Agreement, Contractor acknowledges and agrees that the work authorized by this Agreement may be subject to compliance monitoring and enforcement by the Department of Industrial Relations.

23. HOURS OF LABOR:

As provided in Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by Contractor or by any subcontractor on any subcontract under this Agreement, upon the work or upon any part of the work contemplated by this Agreement, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provision hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon this public work, provided that the employees' compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

Contractor shall pay the City a penalty of Twenty-five Dollars ($25.00) for each worker employed in the execution of this Agreement by Contractor, or by any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one (1) calendar week, in violation of the provisions

of Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation for the workers so employed by Contractor is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half (1½) times the above specified rate of *per diem* wages, unless otherwise specified. Holidays shall be defined in the Collective Bargaining Contract applicable to each particular craft, classification, or type of worker employed.

24. APPRENTICES:

Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by Contractor or any subcontractor under it on contracts greater than $30,000 or 20 working days. Contractor and any subcontractor under it shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Section 1777.5 of the Labor Code requires Contractor or subcontractor employing workers in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project, and which administers the apprenticeship program in that trade, for a certificate of approval, if they have not previously applied and are covered by the local apprenticeship standards.

Contractor is required to make contributions to funds established for the administration of apprenticeship programs if: (1) Contractor employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions; or (2) if Contractor is not a signatory to an apprenticeship fund and if the funds administrator is unable to accept Contractor' required contribution. Contractor or subcontractor shall pay a like amount to the California Apprenticeship Council.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

25. LABOR DISCRIMINATION:

No discrimination shall be made in the employment of persons upon public works because of the race, color, sex, religion, age, national origin, sexual orientation or physical disability of such persons and every Contractor for public works violating this section is subject to all the penalties imposed for a violation of the provisions of the Labor Code, and, in particular, Section 1735.

26. REGISTRATION OF CONTRACTORS:

Before submitting bids for any work authorized by this Agreement, contractors shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

27. URBAN RUNOFF MANAGEMENT:

Contractor shall avoid creating excess dust when breaking asphalt or concrete and during excavation and grading. If water is used for dust control, Contractor shall use as little as necessary. Contractor shall take all steps necessary to keep wash water out of the streets, gutters and storm drains.

Contractor shall develop and implement erosion and sediment control to prevent pollution of storm drains. Such control includes but is not limited to:

a. Use storm drain inlet protection devices such as sand bag barriers, filter fabric fences, block and gravel filters. (Block storm drain inlets prior to the start of the rainy season (October 15), on site de-watering activities and saw-cutting activities; shovel or vacuum saw-cut slurry and remove from the site.)

b. Cover exposed piles of soil or construction material with plastic sheeting. All construction materials must be stored in containers.

c. Sweep and remove all materials from paved surfaces that drain to streets, gutters and storm drains prior to rain as well as at the end of the each work day. At the completion of the project, the street shall be washed and the wash water shall be collected and disposed of offsite in an appropriate location.

d. After breaking old pavement, Contractor shall remove all debris to avoid contact with rainfall or runoff.

e. Contractor shall maintain a clean work area by removing trash, litter, and debris at the end of each workday. Contractor shall also clean up any leaks, drips, and other spills as they occur.

The objective is to ensure that the City and County of Alameda County-Wide Clean Water Program is adequately enforced. These controls should be implemented prior to the start of construction, up-graded as required, maintained during construction phases to provide adequate protection, and removed at the end of construction.

These recommendations are intended to be used in conjunction with the State's Best Management Practices Municipal and Construction Handbooks, local program guidance materials from municipalities, Section 7.1.01 of the Standard Specifications and any other appropriate documents on storm water quality controls for construction.

Failure to comply with this program will result in the issuance of noncompliance notices, citations, project stop orders or fines. The fine for noncompliance of the above program is two hundred and fifty dollars ($250.00) per occurrence per day. The State under the Federal Clean Water Act can also impose a fine on the contractor, pursuant to Cal. Water Code Section 13385.

28. COMPLIANCE WITH MARSH CRUST ORDINANCE:

Contractor shall perform all excavation work in compliance with the City's Marsh Crust Ordinance as set forth at Section 13-56 of the Municipal Code. Prior to performing any excavation work, Contractor shall verify with the Building Official whether the excavation work is subject to the Marsh Crust Ordinance. Contractor shall apply for and obtain permits from Building Services on projects deemed to be subject to the Marsh Crust Ordinance.

29. COMPLIANCE WITH THE CITY'S INTEGRATED PEST MANAGEMENT POLICY:

Contractor shall follow the requirements of the City's Integrated Pest Management (IPM) Policy to ensure the City is in compliance with its Municipal Regional Stormwater NPDES Permit, Order R2-2022-0018, issued by the San Francisco Bay Regional Water Quality Control Board.

- ❑ Contractor shall use the most current IPM technologies available to ensure the long-term prevention or suppression of pest problems and to minimize negative impacts on the environment, non-target organisms, and human health for the control or management of pests in and around City buildings and facilities, parks and golf courses, urban landscape areas, rights-of-way, and other City properties.

- ❑ Contractor will consider the City IPM Policy's hierarchy of options or alternatives listed below, in the following order before recommending the use of or applying any pesticide on City property: (1)

    a. No controls (e.g. tolerating the pest infestation, use of resistant plant varieties or allowing normal life cycle of weeds);
    b. Physical or mechanical controls (e.g. hand labor, mowing, exclusion);
    c. Cultural controls (e.g. mulching, disking, alternative vegetation) and good housekeeping (e.g. cleaning desk area);
    d. Biological controls (e.g., natural enemies or predators);
    e. Reduced-risk chemical controls (e.g., soaps or oils); and
    f. Other chemical controls.

- ❑ Prior to applying chemical controls Contractor shall complete a checklist for the City's pre-approval that explains why a chemical control is necessary. For annual contracts that require regular application of chemical controls the contractor shall submit one checklist prior to the initiation of the project demonstrating that the hierarchy has been reviewed and no other options exist. (See Exhibit C). Additionally, Contractor shall provide documentation to the City's project manager of the implementation of the IPM techniques hierarchy described in the City's IPM Policy.

- ❑ Contractor shall avoid the use of the following pesticides that threaten water quality, human health and the environment:

a. Acute Toxicity Category I chemicals as identified by the Environmental Protection Agency (EPA);
b. Organophosphate pesticides (e.g., those containing Diazinon, chlorpyrifos or malathion);
c. Diamides (chlorantraniliprole and cyantraniliprole);
d. Neonicotinoids (e.g., imidacloprid, acetamiprid, and dinotefuran);
e. Pyrethroids (bifenthrin, cyfluthrin, beta-cyfluthrin, cypermethrin, deltamethrin, esfenvalerate, lambda-cyhalothrin, metofluthrin, permethrin, and tralomethrin), carbamates (e.g., carbaryl and aldicarb), diuron, fipronil and its degradates, and indoxacarb; and
f. Copper-based pesticides unless their use is judicious, other approaches and techniques have been considered, and the threat of impact to water quality is prevented.

- ❑ Contractor shall sign the Contractor Verification Form (attached as Exhibit B) indicating the intent to implement the City's IPM Policy, and return a signed copy to the City's project manager.

- ❑ Contractor shall provide to the City's project manager an annual report of all pesticide usage in support of City operations including pesticide name, active ingredient(s), target pest(s), the total amounts used and the reasons for any increase in use of any pesticide.

- ❑ Contractor shall provide a copy of any current IPM certifications(s) to the City's project manager prior to initiation of the service work.

A copy of the City's IPM Policy may be obtained from the City's project manager and is also on file with the City Clerk.

30. PURCHASES OF MINED MATERIALS REQUIREMENT:

Contractor shall ensure that all purchases of mined materials such as construction aggregate, sand and gravel, crushed stone, road base, fill materials, and any other mineral materials must originate from a surface mining operation identified on the AB3098 List per the Surface Mining and Reclamation Act of 1975 (SMARA).

Within five days of award of contract, Contractor shall submit a report to the City which lists the intended suppliers for the above materials and demonstrates that the suppliers are in compliance with the SMARA requirements. The AB3098 List is maintained by the Department of Conservation's Office of Mine Reclamation (OMR) and can be viewed at: www.conservation.ca.gov/OMR/ab_3098_list/index.htm. Note that the list changes periodically and should be reviewed accordingly.

31. CALIFORNIA AIR RESOURCES BOARD COMPLIANCE:

Contractor, shall comply, and shall ensure all subcontractors comply, with all applicable requirements of the most current version of the California Air Resources Board regulations including, without limitation, Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments ("CARB Regulations").

Throughout the Project, and for three (3) years thereafter, Contractor shall make available for inspection and copying any and all documents or information associated with Contractor's and subcontractors' fleet including, without limitation, Certificates of Reported Compliance, fuel/refueling records, maintenance records, emissions records, and any other information the Contractor is required to produce, keep or maintain pursuant to the CARB Regulations upon two (2) calendar days' notice from the City.

Contractor shall be solely liable for any and all costs associated with complying with the CARB Regulations as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the CARB Regulations. Contractor shall defend, indemnify and hold harmless the City, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the CARB Regulations.

32. TERMINATION:

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

The City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Contractor as provided herein. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

33. ATTORNEYS' FEES AND COSTS:

In the event of any litigation, including administrative proceedings, relating to this Agreement, including but not limited to any action or suit by any party, assignee or beneficiary against any other party, beneficiary or assignee, to enforce, interpret or seek relief from any provision or obligation arising out of this Agreement, the parties and litigants shall bear their own attorney's fees and costs. No party or litigant shall be entitled to recover any attorneys' fees or costs from any other party or litigant, regardless of which party or litigant might prevail.

34. PUBLIC CONTRACT CODE SECTION 9204 SUMMARY:

Notwithstanding anything else to the contrary stated in the Information For Bidders (IFB) or other documents associated with this Agreement, all claims, regardless of dollar amount, submitted between January 1, 2017 and January 1, 2027 related to work performed or scheduled to be performed pursuant to this Agreement shall be governed by Public Contract Code Section 9204 and this section. The following provisions and procedures shall apply:

a. Contractor shall submit each Claim (whether for a time extension, payment for money or damages) in writing and in compliance with Public Contract Code Section 9204. Contractor must include reasonable documentation to support each claim.

b. Upon receipt of a claim, the City shall conduct a reasonable review and respond in writing within 45 days of receipt and shall identify in a written statement what portions of the claim are disputed and undisputed. Undisputed portions of the claim shall be process and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The City and Contractor may mutually agree to extend the 45 day response time.

c. If the City needs approval from the City Council to provide a written statement, the 45 days may be extended to 3 days following the next duly noticed public meeting pursuant to Public Contract Code Section 9204(d)(1)(C).

d. If the City fails to timely respond to a claim or if Contractor disputes the City's response, Contractor may submit a written demand for an informal meet and confer conference with the City to settle the issues in dispute. The demand must be sent via registered or certified mail, return receipt requested. Upon receipt, the City shall schedule the conference within 30 days.

e. Within 10 business days following the informal meet and confer conference, the City shall submit to Contractor a written statement describing any issues remaining in dispute and that portion which is undisputed. Undisputed portions of the claim shall be processed and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The issues remaining in dispute shall be submitted to non-binding mediation. If the City and Contractor mutually agree on a mediator, each party shall pay equal portions of all associated costs. If within 10 business days, the City and Contractor cannot agree on a mediator, each party shall select a mediator (paying all costs associated with their selected mediator), and those mediators shall select a qualified neutral third party to mediate the disputed issues. The City and Contractor shall pay equal portions of all associated costs of such third party mediator.

f. Unless otherwise agreed by the City and Contractor, any mediation conducted hereunder shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has commenced.

g. The City reserves all rights and remedies that it has pursuant to this Agreement, any associated plans and specifications, or at law or in equity which are not in conflict with Public Contract Code 9204.

35. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

36. ADVERTISEMENT:

Contractor shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from the City to do otherwise.

37. WAIVER:

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

38. INTEGRATED CONTRACT:

Subject to the language of Section 43, the Recitals and exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both the City and Contractor.

39. INSERTED PROVISIONS:

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

40. CAPTIONS:

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

41. COUNTERPARTS:

This Agreement may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

42. SIGNATORY:

By signing this Agreement, each signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

43. CONTROLLING AGREEMENT:

In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

COMPANY NAME
a (California corporation, LP, GP,
sole proprietor/individual)

_____
(Name)
(Title)

_____
(Name)
(Title)

Contractor License No._____

DIR No._____

CITY OF ALAMEDA,
a municipal corporation

_____
Adam Politzer
Interim City Manager

RECOMMENDED FOR APPROVAL

_____
Erin Smith
Public Works Director

APPROVED AS TO FORM:
City Attorney

_____
Len Aslanian
Assistant City Attorney

CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES or PROVIDERS FORM B

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Alameda
2263 Santa Clara Ave
Alameda, CA 94501

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

REF: _____

The City of Alameda, its City Council, boards and commissions, officers & employees are additional insured for work done on their behalf by the named insured.

PRIMARY INSURANCE:
IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE IS PRIMARY AND ANY OTHER INSURANCE MAINTAINED BY THE ADDITIONAL INSURED SHALL BE EXCESS ONLY AND NOT CONTRIBUTING WITH THIS INSURANCE.

SEVERABILITY OF INTEREST:
IT IS AGREED THAT EXCEPT WITH RESPECT TO THE LIMIT OF INSURANCE, THIS COVERAGE SHALL APPLY AS IF EACH ADDITIONAL INSURED WERE THE ONLY INSURED AND SEPARATELY TO EACH INSURED AGAINST WHOM CLAIM IS MADE OR SUIT IS BROUGHT.

WAIVER OF SUBROGATION:
IT IS UNDERSTOOD AND AGREED THAT THE COMPANY WAIVES THE RIGHT OF SUBROGATION AGAINST THE ABOVE ADDITIONAL INSURED (S), BUT ONLY AS RESPECTS THE JOB OR PREMISES DESCRIBED IN THE CERTIFICATE ATTACHED HERETO.

NOTICE OF CANCELLATION:
IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

POLICY NUMBER: COMMERCIAL AUTO
CG 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS 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" under the Who Is An Insured Provisions 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.

Endorsement Effective:	Countersigned By:
Named Insured:	(Authorized Representative)

SCHEDULE

Name of Person or Organization:

City of Alameda
2263 Santa Clara Ave
Alameda, CA 94501

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

REF: _____
The City of Alameda, its City Council, boards and commissions, officers, employees and volunteers are additional insured for work done on their behalf by the named insured.

NOTICE OF CANCELLATION:
IT IS UNDERSTOOD AND AGREED THAT IN THE EVENT OF CANCELLATION OF THE POLICY FOR ANY REASON OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS WRITTEN NOTICE WILL BE SENT TO THE CERTIFICATE HOLDER BY MAIL. IN THE EVENT THE POLICY IS CANCELED FOR NON-PAYMENT OF PREMIUM, 10 DAYS WRITTEN NOTICE WILL BE SENT TO THE ABOVE.

CA 20 48 02 99 Page 1 of 1

C. GENERAL REQUIREMENTS

1 TERMS AND DEFINITIONS

1-1 TERMS

The Project Plans and Specifications are of the abbreviated, simplified or streamlined type and may include incomplete sentences. Whenever this occurs, omission of words or phrases such as "The Contractor shall," "in conformity with," "shall be," "as noted on the Plans," "according to the plans," "a," "an," "the," and "all" is intentional. Omitted words or phrases shall be supplied by inference in the same manner as they are when a "note" occurs on the Plans.

Unless otherwise stated, the words "directed," "required," "permitted," "ordered," "instructed," "designated," "considered," "necessary," "prescribed," "approved," "acceptable," "satisfactory," or words of similar meaning, refer to actions, expressions, and prerogatives of the Engineer.

Whenever the words "reviewed," "approved," "satisfactory," "directed," "submitted," "inspected," or similar words or phrases are used, it shall be assumed that the words "Engineer or his representative" follows the verb as the object of the clause, such as "approved by the Engineer or his representative."

All references to manufacturer's installation directions mean the latest edition.

1-2 DEFINITIONS

Addenda – Written or graphic instruments issued before the opening of the bids, which modify or interpret the Project Manual by additions, deletions, clarifications or corrections. (See Instruction to Bidders, Section 2-1.)

Architect/Engineer or A/E or Design Professional – The person or City consultant who created the intended project concept into a constructible design suitable to the City, and who developed the Project Plans and Specifications. The registered professional architect or engineer who is responsible for the overall aesthetic and technical design of the Project.

As Required – In accordance with Contract Documents, applicable codes, industry standards, or manufacturers recommendations.

Bid Documents – The Notice Inviting Bids; Instruction to Bidders; Proposal Requirements, Conditions and Bid Procedures; Award and Execution of Contract; Bid Proposal and Schedule (with all attachments); Contract form; and Addenda.

Bidder – Any individual, firm, partnership, corporation, or combination of them, submitting a proposal for the Work contemplated, acting directly or through an authorized representative.

Building Code – The latest edition of the California Codes, published by the California Building Standards Commission and as adopted and modified by City ordinance.

California Test – Whenever reference is made to a California Test by number, it shall mean the California Test developed by the State of California, Department of Transportation, in effect on the day the Notice Inviting Bids is dated.

City – The City of Alameda, County of Alameda, State of California.

City Engineer or Engineer – The City Engineer of the City of Alameda or his or her designee acting within the scope of the duties delegated to them.

Change order – (See General Requirements Section 2-6.)

Claim - Contractor's request for: (a) the payment of any additional compensation for any cause; (b) an extension of time for the performance of Work; or (c) any other relief with reference to the terms of the Contract, including any dispute or question related to the Contract Documents. (See General Requirements Section 6-7.)

Code – The most recent version or latest edition of the applicable codes, laws, regulations, Municipal Code, zoning ordinance, and protective covenants governing the site of the Work. In case of conflict, the strictest of the codes shall govern.

Construction Schedule or Schedule – a detailed schedule, with bar chart, showing the sequence of events for completion of the Work, and identifying the critical path items. (See General Requirements Section 5-2, Progress Schedule.)

Contract – The contract form, including the Contract Documents.

Contract Documents or Project Documents – All of the documents governing the Project, in the following order of precedence:

1. Change Orders and Written Orders
2. Addenda
3. Contract
4. Bid Proposal and Schedule (see Definition above)
5. Permits from other agencies
6. Special Provisions
7. Technical Specifications
8. Project Plans
9. City-approved Shop Drawings
10. General Requirements
11. City Standard Plans and specifications
12. State Standards Specifications
13. State Standard Plans

Contractor – The individual, partnership, corporation, joint venture, or other legal entity entering into a contract with the City to perform the Work. It includes the Contractor's employees and agents. In the case of Work being done under permit issued by the City or other authorization granted by the City, the Permittee shall be construed to be the Contractor.

Day – a calendar day, unless stated otherwise. (See General Requirements Section 5-6 regarding working day.)

Extra Work – (See General Requirements Sections 2-7 and 6-3.)

General Requirements – General commercial and administrative requirements that apply to the Project as a whole, found in this Section III of the Project Manual. (May be abbreviated in references as "GR".)

Inspector – The person employed by the City to inspect the Work for compliance with the Contract Documents. This person shall act under the direction of the City, but shall coordinate and submit reports to all participating members of the Project team.

Laboratory – The designated materials testing laboratory authorized by the City Engineer to test materials and Work involved in the Contract.

Modifications – Modifications to the Contract Documents may be in one of the following forms: (See General Requirements Section 2-2.)

1. Addenda (See Bid Document Section 2-1)
2. Change Order (See General Requirements Section 2-6)
3. Written Order, issued by the Engineer for a minor change in the Work

Or Approved – Indicates that a different material, product, or manufacturer may be used in place of the one specified, if it has first been approved by the Engineer.

Plans - Generally will indicate dimensions, position and kind of construction.

Project or Work – See Work.

Project Manager – The authorized representative (agent) of the City, and the official point of contact between the City, A/E, and Contractor.

Project Manual – The Bid Documents, General Requirements, Special Provisions, Technical Specifications, Project Plans and Addenda. (Once the Contract is signed, the completed set of documents concerning the Project is called the Contract Documents.)

Scope of Work – Work described in the Project Documents. See also Section 2 of these General Requirements (Scope of Work).

Shop Drawings – The City-approved manufacturer's Drawings submitted to City by Contractor.

Special Provisions – Specific clauses setting forth conditions or requirements peculiar to the Work and supplementary to the General Requirements, or modifications of the General Requirements.

Specifications – Generally indicate qualities and methods of construction shown on the Plans. Includes the Technical Specifications and State Standard Specifications, in the order of precedence listed under "Contract Documents".

State Standard Specifications – Whenever the words "State Standard Specifications" or "State of California" or "Caltrans" with reference to any Specifications, they shall be understood to refer to the current edition of the State of California Department of Transportation's Standard Specifications.

Subcontractor – A person, firm or corporation having a direct contract with the Contractor or one of Contractor's subcontractors. It includes one who furnishes material worked to a special design according to the Contract Documents. It does not include one who furnishes material only.

Technical Specifications – The Technical Specifications are divided under various headings in order to make the explanation of Work clearer and to set forth the different parts to be furnished or installed. The Technical Specifications are not considered as limits of Work required by any trade. All Work shall be completed, however, to the satisfaction of the A/E and City.

Work or Project – The entire Project which is the subject of the Contract. The term "Work" as applied to the Contractor includes labor and/or materials and any necessary tools and equipment.

Written Notice – Shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to any office of the corporation for whom it is intended, or if sent by registered mail to the last business address known to the one who gives the notice.

Written Order – An order issued by the Engineer regarding a change in the Contract Documents. Includes a response to a request for information or clarification. (See General Requirements Section 2-6.)

2 SCOPE OF WORK

2-1 INTENT OF PLANS AND SPECIFICATIONS

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent and is reasonably inferable from those Contract Documents as being necessary to produce the intended results. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with those recognized meanings.

The organization of the Project Manual into divisions, sections and articles, and the arrangement of Plans shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

The intent of the Plans and Specifications is to describe the details for the construction and completion of the Work that the Contractor undertakes to perform in accordance with the terms of the Contract. Where the Plans or Specifications describe portions of the Work in general terms but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specifically stated, the Contractor shall furnish all tools, equipment and incidentals and perform all Work that is to be performed in the best workmanlike manner to assure that the completed Work will be in accordance with the Plans and Specifications. The Contractor is responsible for verifying all measurements and existing conditions related to his scope of Work before the start of any Work.

If materials and/or equipment are to be furnished by the City, as designated in the Special Provisions or as agreed on, this shall not relieve the Contractor of the above requirements to furnish all other labor, materials and equipment to complete the Contract.

By executing the Contract, the Contractor represents they have visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents. The Contractor shall, upon discovering any error or omission in the plans or Specifications, immediately call it to the attention of the Engineer.

2-2 MODIFICATIONS GENERALLY

Modifications to the Contract Documents may be in one of the following forms:

1. Addenda (See Bid Documents Section 2-1)
2. Change Order (See General Requirements Section 2-6)
3. Written Order, issued by the Engineer for a minor change in the Work

2-3 CHANGES INITIATED BY THE CITY

The Work is subject to change by additions, deletions, suspensions, or revisions by the City as directed to the Contractor in writing. Additions, deletions, suspensions and revisions are within the contemplation of the parties and will not be the basis of a compensable delay. Such Change Orders or Written Orders shall not invalidate the Contract. The Contractor shall not make any changes or modifications in the Work described or in any way cause or allow the Work to deviate from the Contract Documents without the written direction from the City. If the Contractor makes any changes or other modifications in the Work described without written direction from City, such change or modification constitutes an agreement by Contractor that it will not be paid for that changed Work, even if it received verbal directions from City or any of City's representatives. In

addition, Contractor is liable for any and all losses, costs, expenses, damages and liability arising out of any change or modification it makes without the City's written direction. It is further understood that no change, modification to, or deviation from the Contract Documents shall release or exonerate, in whole or in part, any bond or any surety on any bond given in connection with the Project, and no notice is required to be given by the City to such surety of any change, modification or deviation.

When changes are initiated by the City through revisions to the Contract Documents, it will be assumed that the change in the scope of Work is insignificant unless the Contractor submits a claim for it within ten working days, or the City initiates a Change Order.

2-4 CHANGES REQUESTED BY THE CONTRACTOR

Contractor may request a change in the Contract Documents, in writing. Approved changes shall be made by written Change Orders except when emergency conditions dictate prompt action. Nothing here shall be construed as granting a right to the Contractor to demand acceptance of such proposed changes.

2-5 COMPENSATION

The unit prices set forth in the Contractor's accepted Bid Proposal shall be used in determining increases or decreases in compensation to be made for any alterations, deviations, additions or deletions. Where the unit price does not apply, compensation shall be based on one or more of the following methods:

1. By unit price bid in the Contractor's accepted proposal or as subsequently agreed upon.
2. By cost plus percentage or by cost plus a fixed fee.
3. By an agreed on lump sum price.
4. By Change Order as set forth in Section 2-6 below.
5. By Extra Work, as set forth in Sections 2-7 and 6-3.4 below.

2-6 CHANGE ORDERS; WRITTEN ORDERS

Either the City or the Contractor may initiate a Change Order. Change orders shall be in writing and state the dollar value of the change or establish a method of payment, any adjustment in contract time, and shall be signed by the Contractor indicating his acceptance. If no emergency or protest exists, a contract Change Order will not become effective until the City Engineer signs it.

The Engineer may issue a Change Order to the Contractor at any time. If the Contractor disagrees with any term in the Change Order, which he has not, or refuses to execute, he shall submit a written protest to the Engineer within 15 days after the receipt of the Change Order and shall state the reasons for the protest.

The Engineer may issue a Written Order regarding a change in the Contract Documents, or a response to a request for information or clarification. A Written Order may or may not lead to a follow-up Change Order.

2-7 EXTRA WORK

New and unforeseen Work will be classed as Extra Work when: (a) the Engineer determines that the Work is not covered by any of the various items for which there is a bid price or by combinations of such items; and (b) the Work is specifically designated as Extra Work in the Contract Documents.

The Contractor shall do such Extra Work (and furnish labor, materials and equipment for it) upon receipt of an approved Change Order or Written Order. The Contractor is not entitled to payment without an approved Change Order or Written Order.

Extra Work will be paid for under this Section 2 or Section 6-3.

In addition to the requirements of any other Contract provision, the time allowed and the price agreed upon for changed and Extra Work shall be conclusive. Any cost of the Work, direct or indirect, and any consequences of added time on the Project, direct or indirect, shall be included in the signed Change Order.

2-8 CLAIMS FOR CONCEALED OR UNKNOWN CONDITIONS

If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then the observing party shall promptly give notice to the other party before conditions are disturbed and in no event later than 21 calendar days after the first observance of the conditions. The Engineer will promptly investigate the conditions, and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of the Work, will recommend an equitable adjustment in the Contract sum or Contract time, or both. If the Engineer determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Engineer shall so notify the Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 21 days after the Engineer has given notice of the decision. If the City and Contractor cannot agree on an adjustment in the Contract sum or Contract time, the adjustment shall be referred to the Engineer for initial determination, subject to further proceedings under General Requirements Section 2-6.

2-9 SITE CONDITIONS

It is believed that information pertaining to conditions that may affect the cost of the proposed Work is shown on the Plans or indicated in the Specifications; however, the City does not warrant the completeness or accuracy of that information. Where an investigation of subsurface conditions has been made, it is for design only. No guarantee, express or implied, is made about the adequacy or sufficiency of those investigations. It is the Contractor's responsibility to ascertain the existence of any conditions affecting the cost of the Work that would have been disclosed by reasonable examination of the site.

The Contractor shall maintain in operation during the duration of the Contract, drainage lines, storm drains, gas, electrical, steam, and other utility service lines within the working area.

Contractor shall remove and dispose of existing improvements visible at the job site, for which no specific disposition is made on the Plans, but which could reasonably be assumed to interfere with the satisfactory completion of the Work.

2-10 SITE ACCESS

The City will provide rights of way, easements or permits from outside agencies necessary for Work to be constructed. The Contractor shall make his own arrangements and pay all expenses for additional area required by them outside of the limits of rights of way or easements, and will follow all provisions in permits from outside agencies regarding use of area authorized to work in, unless otherwise specifically provided.

The Contractor may not store construction equipment or materials within the public right-of-way without written permission of the Engineer. Contractor shall locate and use an appropriate area for storage of equipment and materials at his cost. Contractor must obtain permission from property owner before storing equipment or materials within private property.

3 CONTROL OF WORK

3-1 AUTHORITY OF CITY ENGINEER

The City Engineer shall decide all questions which may arise as to: the quality or acceptability of materials furnished and Work performed; the manner of performance and rate of progress of the Work; the interpretation of the Contract Documents; the Contractor's acceptable fulfillment of the contract; and compensation. His decision shall be final and he has the authority to enforce and make effective the decisions and orders which the Contractor fails to promptly carry out.

3-2 PLANS AND WORKING DRAWINGS

The successful Contractor will be furnished, free of charge, three complete hard copy sets and an electronic (PDF) complete set of Plans and Specifications and revisions to them. Additional sets may be obtained from the Engineer for the cost of reproduction. All Modifications affecting the Contract Documents shall be in writing.

In general, the Plans will indicate dimensions, position and kind of construction, and the Specifications, qualities and methods. Any Work indicated on the Plans and not mentioned in the Specifications shall be the same as similar parts that are detailed, marked or specified. When an item is necessary for the operation of the equipment drawn or specified, the Contractor shall furnish a suitable item that will allow the system to function properly at no extra charge.

Should an error appear in the Plans or Specifications, or the Work done by others affecting this Work, the Contractor shall notify the Engineer who will issue a Written Orders how to correct the error. If the Contractor proceeds with the Work suggested without instruction from the Engineer, it shall make good any resulting damage or defect. This includes typographical errors in the Specifications and notational errors on the Plans where doubtful of interpretation.

Working drawings or plans not included in Plans furnished by the Engineer shall be approved by the Engineer before any Work involving these plans is performed, unless the Engineer waives approval in writing. If the Engineer furnishes additional details to more fully explain the Work, they shall be considered a part of the Contract. If any details are, in the opinion of the Contractor, more elaborate than scale drawings and specifications warrant and indicate Extra Work, the Contractor shall give written notice to the Engineer within five days of receipt. The claim will then be considered and, if justified, the drawings will be amended or the Extra Work authorized. Failure to give such notice relieves the City of any claim.

Full compensation for Contractor furnishing all working drawings shall be considered as included in the prices paid for the contract items of work to which the drawings relate and no additional compensation will be allowed.

The Contractor shall keep at the Work site a copy of the Plans and Specifications, and the Engineer shall have access to them at all times.

If there is a conflict between the Contract Documents, the precedence shall be as set forth in General Requirements Section 1-2, Definitions (Contract Documents).

3-3 SHOP DRAWINGS

Refer to the Special Provisions for additional shop drawing and submittal information. When shop drawings or other drawings are necessary to adequately control the Work or are required by the Plans or Specifications, or requested by the Engineer, the Contractor shall prepare them in accordance with current modern engineering/architectural practice and at the Contractor's

expense. The drawings shall show completely the work to be done, expanding on the Contract Plans for details not previously shown, field conditions and condition of the Work. Drawings shall be of a size and scale to show clearly all necessary details and shall be transmitted by letter to the Engineer for prompt review and acceptance, allowing sufficient time for that activity, return to the designer and distribution to Contractor and inspection personnel. Resolution of unforeseen field problems will be expedited to minimize adverse effects on construction.

Materials shall not be furnished or fabricated nor any work done for which drawings are required before review and acceptance of the drawings.

When first submitted, the Contractor shall submit electronic copies of each drawing through the project web-based project document platform. Shop drawings shall be clearly marked with the name of the Project, the Contractor and the Subcontractor or supplier making the submittals. The drawing shall be stamped and signed by the Contractor certifying to such check and accompanied by a signed letter of transmittal. This requirement is mandatory and the Engineer will not review submissions without such certification.

If accepted without change or correction, an electronic copy with approval-stamped will be furnished to the Contractor. Contractor shall furnish a copy of the approved shop drawings and keep at the Work Site with the copy of Plans and Specifications, and the Engineer shall have access to them at all times. If extensive additions or corrections are required, the Engineer will return one marked-up electronic copy to the Contractor.

Review and acceptance of shop drawings by the Engineer shall not relieve the Contractor from the responsibility for errors or omissions in those drawings or from deviations from the Contract Documents unless such deviations were specifically called to the attention of the Engineer in the letter of transmittal submitted with the drawings. The Contractor shall be responsible for the correctness of the drawings, for shop fits and field connections, and for the results obtained by use of such drawing. The Contractor shall check all dimensions at the job and shall be responsible for all discrepancies between the dimensions between the dimensions of the actual Work and those shown on the documents or shop drawings. The Contractor shall be solely responsible for all quantities of materials or equipment for to properly complete the Work.

3-4 PROJECT RECORDS DOCUMENTS

The Project Records Documents are the Engineer's construction documents for the Project that have been modified by the Engineer to show the actual conditions of in-place construction installed by the Contractor as accurately as possible. They include:

1. Drawings marked where required to show changes in dimension or configuration between the original design and final construction;
2. Specifications marked to indicate changes of materials, products, or methods of installation;
3. Modifications to Specifications issued during the course of construction (including Addenda, Change Orders, or Written Orders);
4. Approved Shop Drawings and product data; and
5. Field test records and reports.

Contractor shall prepare record documents as the Work progresses. Do not conceal in place construction until field verifications are made for record purposes.

Locate internal utilities and concealed in the construction, referenced to visible and accessible features of the structure. Note field changes of dimension and detail, and changes made by Change Order. Sketch details not on the original Drawings.

For Specifications and Addenda, legibly mark each section to record the manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed. Note changes made by Change Order.

Submit an electronic copy (ex. PDF) and not less than two sets of project record document, marked up plans and specifications to the City at the end of the Work, before final payment is made.

3-5 LINES AND GRADES

Not Used

3-6 PROTECTION OF WORKERS IN TRENCH EXCAVATIONS

As required by Labor Code section 6705 (and in addition to it), whenever Work under the Contract involves the excavation of any trench or trenches five feet or more in depth, the Contractor shall submit for acceptance by the City (or by a registered civil or structural engineer employed by the City, to whom authority to accept has been delegated), in advance of excavation, a detailed plan showing the design of shoring, bracing, slopes, or other provisions to be made for worker protection from the hazard of caving ground during the excavation, of such trench or trenches. If the plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by the Contractor, and all costs shall be included in the Contract price. Nothing in this section shall be deemed to allow the use of a shoring, slopes, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this section shall be construed to impose tort liability on the City, the Engineer, nor any of their officers, agents, representatives, or employees.

3-7 SUPERINTENDENT

The Contractor is solely responsible for the Work done by his subcontractors or other employees, and all orders or instructions from the Engineer shall be through the Contractor.

At all times during the progress of the Work, the Contractor shall have a competent, authorized superintendent present at the construction site who has complete authority to represent and to act for the Contractor. The Contractor shall not change the superintendent except with consent of the City Engineer, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence and all directions given to him shall be binding as if given to the Contractor.

Whenever the Contractor or the superintendent is not present on any particular part of the Work where the Engineer may wish to give direction, the Engineer may order the Work to stop, or not pay for the work done during that time.

The Contractor shall coordinate the Work of his subcontractors. The Contractor is responsible for the specific scheduling of the Work of his Subcontractors at the proper time to avoid delay or injury to either work or materials.

3-8 EMERGENCY PROVISIONS

Before initial Work is begun, the Contractor and his superintendent shall file with the City Engineer, addresses and telephone numbers where they can be reached during hours when the Work is not in progress. The Contractor shall furnish to the City 24-hour telephone numbers of all key personnel, including key personnel of subcontractors, for use in case of any emergencies.

3-9 CHARACTER OF WORKERS

The Contractor shall at all times enforce strict discipline and good order among his subcontractors and employees, and shall not employ on the Work any unfit person or anyone not skilled in the Work assigned to him, nor anyone incompetent or unfit for his duties. When advised by the City, the Contractor shall dismiss such person and shall not again, without permission, employ that person on the Project.

3-10 CONTRACTOR'S EQUIPMENT AND FACILITIES

The Contractor shall furnish and maintain in good condition all equipment and facilities required for the proper execution and inspection of the Work. The equipment and facilities shall meet all code requirements.

3-11 CLEAN-UP

The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. Before final inspection of the Work, the Contractor shall clean the construction area, material sites, and all ground occupied by him in connection with the Work of all rubbish, excess materials, form lumber, etc. All parts of the Work shall be left in a neat and presentable condition.

3-11.1 Dust control

Whenever the presence of dust becomes a problem, the Contractor shall apply dust control materials as necessary to alleviate the problem. If, in the opinion of the Engineer, the presence of dust has become a problem, Engineer will specify a dust palliative according to these Specifications, which the Contractor shall apply as necessary to alleviate the problem. No separate payment shall be made for the application of materials for dust control and full compensation for furnishing all labor, materials, tools, equipment, and incidentals and doing all the Work involved in applying the materials or palliatives as specified or required by the Engineer shall be considered as included in the prices paid for various contract items of Work.

3-11.2 Watering

Full compensation for developing water supply and applying water, including water used for dust control, shall be considered as included in the various items of Work and no separate payment will be made thereof. The Contractor shall not draw water from any fire hydrant, except to extinguish a fire, without first obtaining permission from the water agency concerned.

3-11.3 Daily Site Clean-Up

The Contractor shall promptly clean the Work as it progresses. As directed during construction, debris and rubbish shall be removed. Site clean-up must occur on a daily basis. The Contractor is responsible for providing the debris container(s). If the City observes the accumulation of trash and debris, the construction manager will send the Contractor a 24-hour written notice to mitigate the condition. If the Contractor fails to perform the required clean-up, or if the Engineer deems the clean-up is unsatisfactory, the City will then perform the clean-up. All costs associated with any City clean-up work (including all travel, payroll burden, and costs for supervision) will be deducted from the Contractor's total contract amount.

3-11.4 Floors and Pavements

Interior floors and pavements shall be vacuum-cleaned or swept daily. Exterior floors, pavements, and decks shall be swept daily.

3-11.5 Daily Street Clean-Up

Streets shall be cleaned daily of all spilled dirt, gravel, or other foreign material caused by the construction operations. Cleaning shall be by grader and front-end loader supplemented by washing with water, power brushing, and hand labor. All clean-up work shall comply with the stormwater and pollution prevention requirements of Special Provisions Section 9.

3-11.6 Finished Building Surfaces and Appurtenances

Clean, free from labels, stains, and soil of all kinds wherever located. Hardware shall be polished, without paint or dirt marks, and in perfect operation and adjustment. Glass and plastics shall be clean and polished with all labels removed. Fixtures and equipment shall be clean and in perfect operation and adjustment.

3-11.7 Removal of USA markings

Contractor shall remove USA markings as part of the final clean-up.

3-12 INSPECTION

All Work and materials are subject to inspection and approval of the Engineer. The Contractor shall notify the Engineer or their designee before noon of the working day before the working day inspection is required. Contractor must follow all inspection instructions on the East Bay Regional Park District Permit (Attachment D). Unless otherwise authorized, work shall be done only in the presence of the Engineer or their designee. Any work done without proper inspection is subject to rejection. The Engineer or their designee, and the East Bay Regional Park District and BCDC shall at all times have access to the Work during its construction at off-site shops and yards as well as the Project site. The Contractor shall provide every reasonable facility for ascertaining that the materials and workmanship are in accordance with the Contract Documents. City inspection of the Work shall not relieve the Contractor of the obligation to fulfill all conditions of the Contract.

The Contractor shall, without additional cost to the City, replace any material or correct any workmanship found not to conform to the Contract requirements, unless the City consents to accept such material or workmanship with an adjustment in Contract price. The Contractor shall immediately separate and remove the rejected material from the site.

If the Contractor does not promptly replace rejected material or correct rejected workmanship, the City may: replace such material or correct the workmanship and charge the cost to the Contractor; or terminate the Contractor's right to proceed according to the Contract termination clause in General Requirements Section 5.4.

No portion of any Work or installed materials shall be covered or concealed in any manner whatsoever without first obtaining an inspection. The Contractor shall assume the cost of uncovering and replacing Work and materials not inspected.

Projects financed in whole or in part with County, State or Federal funds are subject to inspection at all times by the agency involved.

3-13 FINAL INSPECTION

Whenever the Work has been satisfactorily completed and the final cleaning up performed, the Contractor shall request in writing a final inspection. The City Engineer will make the final inspection with reasonable promptness.

Should the Engineer consider that the Work is incomplete or defective, he will promptly notify the Contractor in writing listing the incomplete or defective work. The Contractor will immediately

remedy the deficiencies and send a second written notice that the Work is complete and ready for a re-inspection. When the Engineer determines that the Work is complete, the Contractor shall proceed with closeout submittals. The Contractor may be held liable for the cost of re-inspection if the engineer is required to make more than two inspections to determine if the Work is complete.

4 CONTROL OF MATERIALS

4-1 EQUIVALENTS AND ALTERNATIVES

4-1.1 Option to propose equivalent within 15 days

Except as provided below, and in accordance with the PCC section 3400, the Contractor may supply any of the materials specified or offer an equivalent. The Contractor has a period of up to 15 days after award of the contract to submit data substantiating a request for a substitution of "an equal" item.

The Engineer shall determine whether the material offered is equivalent to that specified. Recycled materials, if deemed acceptable by the Engineer, for the requirements of these specifications will be considered for building materials.

If a substitute offered by the Contractor is found to be not equal to the specified material, the Contractor shall furnish and install the specified material. The specified contract completion time shall not be affected by any circumstance developing from the provisions of this subsection.

4-1.2 City-designated material

The City may call for a designated material, product, thing or service by specific brand or trade name and is not obligated to allow substitutes: (a) where the product is designated to match others in use on a particular public improvement either completed or in the course of completion; or (b) if the City Council adopts a resolution making findings that a particular material, product, thing or service is designated by specific brand or trade name in order that a field test or experiment may be made to determine the product's suitability for future use.

4-1.3 Evaluation of alternatives

Except as provided above, whenever a particular material, process, or equipment is indicated by patent, proprietary or brand name, or by name of the manufacturer, that wording is used for the purpose of facilitating its description and shall be deemed to be followed by the words "or equal." A listing of materials is not intended to be comprehensive, or in order of preference. The Contractor may offer any material, process or equipment that he considers to be equivalent to that indicated, and it will be evaluated according to the following procedures:

1. The Contractor shall, at their expense, furnish data concerning items offered by him as equivalent to those specified. He shall have the material tested as required by the Engineer to determine that the quality, strength, physical, chemical, or other characteristics, including durability, finish, efficiency, dimensions, service, and suitability are such that the item will fulfill its intended function.
2. Test methods are subject to the Engineer's approval. Test results shall be reported promptly to the Engineer, who will evaluate the results and determine if the substitute item is equivalent. His findings shall be in writing and are final. Installation and use of a substitute item shall not be made until approved by the Engineer.
3. The Contractor assumes the cost of any redesign necessitated by the substitution.

4-2 SUBSTITUTION OF EQUALS

Once construction has begun, Contractor is liable for the cost of additional Work on the part of the Engineer related to substitutions which the Engineer has not approved in writing before construction. (See also General Requirements Section 2-4.)

Within 35 days after the date of the Contract, the City may, at its option, consider formal requests from the General Contractor for substitution of materials in lieu of those specified, or having received prior approval, when submitted in accordance with the following requirements. (PCC section 3400.) One or more of these conditions must also be documented.

1. The substitution is required for compliance with final interpretation of code requirements or insurance regulations.
2. The substitution is due to the unavailability of the specified products, through no fault of the Contractor.
3. Subsequent information discloses the inability of the specified products to perform properly or to fit in the designated space.
4. The manufacturer or fabricator's refusal to certify or guarantee performance of the specified product as required.
5. In the Engineer's judgment, a substitution would be substantially to the City's best interests in terms of cost or time.

The approval of different materials or products shall be determined by the methods set forth in this Section 4. No product or material shall be arbitrarily presumed to be "acceptable" without having first been so judged by appropriate procedures.

4-3 DEFECTIVE WORK AND MATERIALS AND UNAUTHORIZED WORK

All materials, parts and equipment furnished by the Contractor in the Work shall be new, high grade, and free from defects. Workmanship shall be in accordance with the generally accepted standards. Material and Workmanship are subject to the Engineer's approval.

Materials and Workmanship not conforming to the requirements of these Specifications shall be considered defective and is subject to rejection. Defective Work or material, whether in place or not, shall be removed immediately from the site by the Contractor, at his expense, when so directed by the Engineer. If the Contractor fails to replace any defective or damaged Work or material after reasonable notice, the Engineer may cause the Work or materials to be replaced. The replacement expense will be deducted from the amount to be paid to the Contractor.

Used or secondhand materials, parts and equipment may be used only if permitted by the Engineer.

Any Work done beyond the lines and grades shown on the approved plans, or established by the Engineer, without written authority, will be considered unauthorized and will not be paid for.

If the Contractor fails to comply promptly with any Engineer's Order made under this article 6, the Engineer has the authority to cause the defective Work to be remedied, or removed and replaced, and unauthorized Work to be removed, and to deduct (back charge) the costs from any moneys due or to become due the Contractor.

4-4 CITY-FURNISHED MATERIALS

Materials furnished by the City will be made available at locations designated in the Special Provisions. The cost of handling and placing City-furnished materials is considered as included in the price paid for the contract item.

The Contractor is responsible for all materials furnished and shall pay all demurrage and storage charges. The Contractor shall replace City-furnished materials lost or damaged. The Contractor is liable to the City for the cost of replacing City-furnished material and those costs may be deducted from any moneys due to the Contractor.

4-5 STORAGE OF MATERIALS

Materials shall be stored in such a manner as to insure the preservation of their quality and fitness for the Work. When considered necessary by the Engineer, materials shall be placed on platforms or other hard, clean surfaces and covered when directed. Materials shall be stored so as to facilitate inspection.

The Contractor shall promptly inspect all material as delivered and return defective materials without waiting for rejection by the Engineer.

The Contractor, at their expense, shall select and maintain locations and arrangements for storage sites for materials and equipment outside the right of way or limits of Work, unless otherwise designated in the Contract Documents. Full compensation for furnishing such storage sites is considered as included in the unit price bid for various items of Work and no additional compensation will be allowed.

4-6 SAMPLES AND TESTS

Before incorporation in the Work, the Contractor shall submit samples of materials, as specified and as the Engineer may require, at no cost to the City. The Contractor, at his own expense, shall deliver the materials for testing to the place and at the time designated by the Engineer. Unless otherwise provided, the initial testing shall be at no expense to the Contractor. Any re-testing due to failing to pass tests shall be at the Contractor's expense. When required by the Engineer, the Contractor shall furnish at no cost to the City the manufacturer's Certificate of Compliance and other documents which state that tests and quality have been passed.

The Contractor shall notify the City in writing at least 15 days in advance of his intention to use materials for which tests are specified, to allow sufficient time to perform the tests. The notice shall name the proposed supplier and source of material.

4-7 WARRANTY

The Contractor warrants to the City that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of any portions of the Contract Documents or by any requirements of code, law, ordinance or statute.

The entire Work shall be warranted against defects in materials and workmanship for a period of one year from the date of final acceptance by the City, unless a longer period is indicated in the Contract Documents. The warranty shall specifically provide that all defects in materials and workmanship will be remedied to the satisfaction of the Engineer, at no additional cost to the City. Contractor shall furnish a Warranty Bond by an approved bonding company for the warranty period.

Contractor further warrants all corrective action against defects in design (when design is not provided by the City), during the one-year warranty period (subject to the limitations of Civil Code section 2782.8).

5 PROGRESS OF WORK

5-1 BEGINNING OF WORK

The Contractor shall begin Work within five days after receiving notice to proceed and shall diligently and continuously pursue the Work to completion without interruption within the time limit provided in the Contract Documents.

If the Contractor begins Work in advance of receiving the notice to proceed, any Work performed in advance of the that date shall be considered as having been done by them at their own risk and as a volunteer, unless the Contract Documents provide otherwise.

5-2 PROGRESS SCHEDULE

5-2.1 Requirements

Within ten days after the Notice of Award, or on returning the signed contract, whichever is sooner, the Contractor shall submit to the Engineer or their designee a detailed Construction Schedule.

The Construction Schedule shall show: the order in which the Contractor proposes to carry out the Work; the dates on which they will start the several salient features of the Work (including procurement of materials, plant and equipment); the contemplated dates for completing each feature; and the critical path items. The accompanying bar chart shall show in detail and in order sequence all activities, their descriptions, duration and sequence, necessary and required to complete all Work and any separable parts of it. The activity listing shall show the following information for each activity on the network diagram:

- Identification by description
- Duration
- Start and finish dates
- Critical Path
- Total float time

The Construction Schedule shall be complete in all respects, covering in addition to activities at the site of Work, off site activities such as design, fabrication, procurement and delivery supported by schedules from subcontractors and sub-suppliers, and the scheduled job site delivery dates of equipment to be furnished by the City, if any. The Contractor is required to prepare and submit an electronic full size executed black line print of this schedule through the web-based project document platform to the Engineer for approval before the first application for payment.

5-2.2 City acceptance

The City shall have fifteen working days to accept or reject the Schedule and Logistics Plan. Contractor shall update the Schedule and Logistics Plan as required by the Engineer. The Contractor shall keep the Engineer advised of the progress of the Work and shall notify the Engineer immediately in writing of any delay, and the causes for it, which may prevent the Project from being completed within the specified time.

Contractor's Construction Schedule may be rejected by the City if the Schedule does not show the separable tasks to be performed in sufficient detail to determine the progress of the Work. It may also be rejected if the Schedule does not show the critical path when a network analysis is required, or show the sequence of tasks and dependencies. No Schedule will be accepted that shows a completion date that is before the contract date. The Schedule may show an early finish, provided

that the free float is available to the City or the Contractor, whoever has need to use it first. The count of working days stops when the Work is complete and a final inspection is called for. The time required to correct deficiencies after the final inspection in not part of the contract time and is additional time as defined in the Contract Documents.

5-2.3 Schedule changes

The Contractor shall promptly inform the City of any proposed change in the schedule and narrative and shall furnish the City with a revised Schedule within ten calendar days after approval by the City of the change. The schedule and logistics plan shall be kept up to date, taking into account the actual progress of Work and shall be revised, if necessary every 30 calendar days. The revised schedule and logistics plan shall, as determined by the City, be sufficient to meet the requirements for the completion of the separable parts of any and all Work as set forth in the Contract.

When the Schedule is changed, Schedule updates must be submitted as a condition of receiving the monthly progress payment. No change will be allowed to the critical path without the City's written consent. Schedule updates must show the as-built progress of Work completed before the date of the update.

5-3 TEMPORARY SUSPENSION OF WORK

5-3.1 Suspension by Engineer

If the Engineer or their designee determines that the Work is not proceeding in accordance with the Contract Documents or any applicable rules and regulations, the Engineer may order the cessation of further Work until the Work proceeds in compliance with those requirements. Delays in the Work occasioned by such stoppage do not relieve the Contractor of any duty to perform the Work or serve to extend the time for its completion.

The Engineer or their designee has the authority to suspend the Work wholly or in part, for a period as they deem necessary, due to unsuitable weather, or to other conditions that are considered unfavorable for the suitable prosecution of the Work. Such a temporary suspension will be considered as justification for time extensions to the Contract in an amount equal to the period of the suspension.

If a suspension of Work is ordered under this Section, the Contractor, at his expense, shall do all work necessary to provide safe conditions in accordance with General Requirements Section 7.15, Public Convenience and Safety, during the period of the suspension. If the Contractor fails to perform the work as specified, the City will perform that work and the cost will be charged against the Contractor and will be deducted from moneys due the Contractor.

5-3.2 Abnormal weather conditions

Weather days will be recorded by the Contractor and forwarded to the Construction Manager within five days of occurrence. Weather day delays are calculated by subtracting the 10-year average disruptive weather, as described above, from the actual encountered/report days. Contractor's schedule should include normal weather days. There shall be no increase in the contract sum or remuneration of any kind by City to Contractor for extensions due to abnormal weather day delays.

A rain, windstorm, high water or other natural phenomenon, which might reasonably have been anticipated from historical records of the general locality, shall not be construed as abnormal. It is hereby agreed that all disruptive weather events with an average interval of ten years or more between their occurrence and the occurrence of a similar event of equal or greater magnitude

cannot be reasonably anticipated. For the purposes of this contract, weather information and historical data for an area in question shall be assumed to be the same as that measured at the nearest or most applicable record station of the Environmental Data Service of the National Oceanic and Atmospheric Administration (NOAA) of the U.S. Department of Commerce.

Information on measuring stations of the National Oceanic and Atmospheric Administration (NOAA) can be found in the "Climatological Data" published by NOAA. This publication may be found in public libraries or contact:

National Climatic Data Center Telephone: (828) 271-4800
Federal Building Website: www.ncdc.noaa.gov
151 Patton Avenue
Asheville, NC 28801-5001

5-4 TERMINATION OF CONTRACT FOR DEFAULT

5-4.1 Grounds for termination

The City Council may terminate the Contract at any time upon a determination that the Contractor has:

1. failed or refuses to supply either properly skilled workers, a sufficient workforce, proper materials or suitable equipment for the Work; or
2. disregarded laws, ordinances, rules and regulations, or orders of a public authority having jurisdiction; or
3. failed to prosecute the Work diligently and in compliance with the schedule in accordance with the terms of the Contract Documents; or
4. otherwise materially breached the terms and conditions of the Contract.
5. Does not comply with the terms and conditions of the BCDC Permit (Attachment C) and EBRPD draft Permit (Attachment D)

The decision to terminate the Contract for the reasons set forth in this section shall be made by the City Council and such decision shall be final and binding on the parties to the Contract. City shall provide written notice of termination to both the Contractor and its surety.

5-4.2 Upon termination

Upon termination, the Contractor shall cease all operations on the Project and the City, without prejudice to any other rights or remedies, may:

1. take possession of all or any part of the Contractor's materials, tools, equipment and appliances upon the premises and use them for the purpose of completing the Work; and/or
2. hire such forces and buy or rent such additional machinery, tools, appliances and equipment and buy such additional materials and supplies at Contractor's expense as may be necessary for the proper completion of the Work; and/or
3. employ other parties to carry out the Contract to completion, employ the necessary workers, substitute other machinery and materials and purchase the materials contracted for in such a manner as the City may deem proper, and/or
4. annul and cancel the Contract and re-let the Work or any portion of it.

If requested by City, Contractor agrees to promptly assign to City such subcontracts, equipment rental contracts, materials, purchase contracts, and other contracts with third parties who were furnishing property and/or services for construction of the Project.

5-4.3 Costs after termination

When the City terminates the Contract for any of the reasons stated above, neither Contractor nor its surety shall be entitled to receive any further payments until the Work has been finally completed. All costs and expenses, including costs of administering the Contract incurred in the completion of the Work, shall be charged to the Contractor and its surety. Any excess of costs arising over and above the Contract price shall be the responsibility of the Contractor and its sureties. The Contractor will be credited with the surplus, if any, remaining after all just claims have been satisfied and costs of completion have been paid.

5-5 RIGHT-OF-WAY DELAYS

If through the failure of the City to acquire or clear rights of way (except for utility delays, which will be governed by Section 5-10.4, Utility Relocation and Rearrangement), the Contractor sustains loss which could not have been avoided by the judicious handling of forces, equipment, and plant, the City shall pay the Contractor the amount as the Engineer finds to be fair and reasonable compensation for the part of the Contractor's actual loss as, in the opinion of the Engineer, was unavoidable.

Actual loss shall be understood to include no items of expense other than idle time of equipment at prevailing rates in the area and necessary payments for idle time of workers, cost of extra moving of equipment, and cost of longer hauls, with no markup in any case for overhead or profit.

If performance of the Contractor's Work is delayed as the result of the failure of the City to acquire or clear rights of way, the City will grant an extension of time determined under these General Requirements. (See also General Requirements Section 6-7.3, Delays.)

5-6 TIME OF COMPLETION

The Contractor shall complete all of the Work called for under the contract within the number of working days set forth in the Contract Documents.

A "working day" is defined as any day, except: (a) Saturdays, Sundays and legal holidays; (b) days on which the Contractor is specifically required by the Contract Documents to suspend operations; (c) days on which the Contractor is prevented by inclement weather or conditions resulting immediately from it, adverse to the current controlling operation(s), as determined by the Engineer, from proceeding with at least 75% of the normal labor and equipment force engaged on the operation(s) for at least five hours toward completion of the operation(s).

If the Contractor prepares to begin Work at the regular starting time in the morning of any day on which inclement weather or the conditions resulting from the weather, or the condition of the Work, prevents the Work from beginning at the usual starting time, and the crew is dismissed as a result, and the Contractor does not proceed with at least 75% of the normal labor and equipment force engaged in the current controlling operation(s) for at least five hours toward completion of the operation(s), the Contractor will not be charged for a working day, whether or not conditions change later during the day and the major portion of the day could be considered to be suitable for the construction operations.

The "current controlling operation(s)" as used in the above paragraph includes any feature of the Work considered at the time by the Engineer and the Contractor, which, if delayed, will delay the time of completion of the contract.

Determination of each non-working day, except Saturdays, Sundays, legal holidays, and days on which the Contractor is specifically required by the Contract Documents to suspend construction operations, shall be made and agreed upon during the day by conference between the Engineer and

the Contractor, and if they fail to agree, the Contractor will be allowed ten days in which to file a written protest setting forth in what respects he differs from the Engineer. Otherwise the decision of the Engineer shall be deemed to have been accepted by the Contractor as correct.

5-7 LIQUIDATED DAMAGES

5-7.1 General

The parties agree that: time is of the essence in the completion of this Work; and if all the Work is not completed before or upon the completion date, the City will sustain damages; and it is impracticable to determine the actual damage which the City will sustain; the Contractor will pay to the City the sum set forth in the Contract Documents per day for each and every day's delay beyond the time prescribed to complete the Work; and the Contractor will pay such liquidated damages; and, if those damages are not paid, the City may deduct the amount from any money due or that may become due the Contractor.

It is further agreed that if the Work called is not completed within the number of working days specified, the Engineer has the right to increase the number of working days or not, as he may deem best to serve the City's interests. If he decides to extend the number of working days, he may charge the Contractor, or sureties, and deduct from the final payment for the Work, all or any part, as he deems proper, of the actual cost of engineering, inspection, superintendence and other overhead expenses which are directly chargeable to the Contract, and which accrue during the period of the extension. However, the cost of final surveys and preparation of final estimate shall not be included in those charges.

5-7.2 Extensions

The Contractor will be granted an extension of time and will not be assessed with liquidated damages or the cost of engineering and inspection for any portion of the delay in completion of the Work beyond the time named in the Contract Documents caused by acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, shortage of materials and freight embargoes. The Contractor has the responsibility for applying for extensions of time for delays arising from these causes within ten days from the beginning of any such delay. The Contractor has the burden of documenting, as the Engineer may require, the basis for the request for extension of time. The request shall be submitted to the Engineer whose findings shall be final and conclusive.

Upon the Contractor's submission of satisfactory proof to the Engineer, shortage of material will be acceptable as grounds for increasing the number of working days. In order that such proof may be satisfactory and acceptable to the City Engineer, there must be a showing that the Contractor has made every effort to obtain such materials from all known sources within reasonable reach of the proposed Work. The Engineer may decide whether or not an increase in the number of working days will be granted, and his decision is final. If the increase is granted, the Contractor will not be assessed with liquidated damages nor the cost of engineering and inspection during the increase. Only the physical shortage of material will be considered as a cause for extension of time, and no consideration will be given to any claim that material could not be obtained at a reasonable, practical, or economical cost or price, unless it is shown to the satisfaction of the Engineer that the material could have been obtained only at exorbitant prices entirely out of line with current rates, taking into account the quantities involved and usual practices in obtaining those quantities.

If the Contractor is delayed in the completion of the Work by reason of changes made under Section 4 (Scope of Work), or by failure of the City to acquire or clear right of way, or by any act of the Engineer not contemplated by the Contract, an extension of time commensurate with the

delay so caused will be granted and the Contractor shall be relieved from any claim for liquidated damages, or engineering and inspection charges or other penalties for the period covered by that extension of time. However, the Contractor shall notify the Engineer in writing of the causes of the delay within ten days from the beginning of any such delay. The Engineer shall ascertain the facts and the extent of the delay, and his findings shall be final.

5-8 SUBCONTRACTING

The Contractor shall give his personal attention to the fulfillment of the Contract and shall keep the Work under his control. No subcontractor will be recognized as such, and all persons engaged in the Work of construction will be considered as employees of the Contractor and he will be held responsible for their Work.

5-9 ASSIGNMENT

The City and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party and to the partners, successors, assigns and legal representatives of the other party in respect to the terms of the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to him under the Contract without the City's prior written consent.

A consolidation or merger of Contractor or a change in ownership of 25% or more of Contractor's capital stock shall constitute an assignment by Contractor requiring the written consent of City.

5-10 PROTECTION OF EXISTING UTILITIES

5-10.1 Notice

In accordance with the requirements of Government Code sections 4216 and 4216.9, Contractor shall give notice to the Regional Notification Center, USA Underground Service Alert Regional Notification Center (USA) at 1-800-227-2600, at least two working days before beginning any excavation work.

The Contractor shall immediately notify the Engineer and utility owner of any damage to a utility.

5-10.2 Location

No utility lines are shown on the Plans. Records of existing utilities locations, as received from the various utility companies, are on file at the Public Services Department – Engineering Division office and may be examined by the Contractor at any time before or after the job is bid.

Before beginning Work, the Contractor shall mark the area of proposed excavation with white paint or other suitable marking, as required by code, before calling USA. Where it is not possible to adequately delineate the work area, the Contractor shall include in his notification a request for a field meeting with representatives with a plan showing the Work area as needed to expedite marking of facilities. A valid inquiry number shall be maintained and re-validated upon expiration for the duration of the excavation Work. The Contractor shall further request the utility owners to mark or otherwise indicate the approximate location of their installations and cooperate with them in the necessary arrangements.

It is the Contractor's responsibility to determine the exact location and depth of all utilities, including service connections, which have been marked by the respective utility owners and which Contractor believes may affect or be affected by its operations.

5-10.3 Damage and Protection

Contractor shall exercise extreme care and caution in the performance of all underground Work to avoid damage to any facility. No compensation for any necessary rearrangement of underground facilities shall be allowed. Where it is necessary to construct or relocate underground utilities in the construction area, such Work shall be done by the respective utility owner, or their agent, unless otherwise noted. Unless otherwise permitted by the owner of the underground facility, the Contractor shall hand dig wherever he is within 24" (horizontally) of any marked utility line. Damage to any of the facilities shall be repaired by the owner of the utility at the Contractor's expense.

If an existing sanitary sewer lateral is damaged, repairs must be arranged for immediately by a qualified Contractor. This entails securing a repair permit at the District office. All repairs must be completed at the Contractor's expense and must be inspected by a District Inspector.

All Work on this Project shall be so conducted as to permit utility companies to maintain their services or if necessary, to install any additional facilities without interruption.

The Contractor shall immediately notify the Engineer and utility City of any damage to a utility. The cost of repairing and/or relocating any damaged utilities is the Contractor's responsibility when the locations are shown on the Project plans or marked by the utility, or when the Contractor fails to call USA or request a remarking of obliterated marks.

5-10.4 Utility Relocation and Rearrangement

The right is reserved to the City and the utility owners (or their authorized agents) to the Work area for the purpose of making such changes as are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. The Contractor shall cooperate with forces engaged in such work and shall conduct his operation in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by those forces, and shall allow the respective utilities time to relocate their facilities.

The Contractor assumes responsibility for the removal, relocation, or protection of existing facilities when facilities are identified by the Contract Documents. It is the Contractor's duty to coordinate with the owner of utility facilities for the rearrangement of those facilities.

If certain underground utilities not known to the City or in a different location than shown on the plans or special provisions are found to exist, the Contractor shall: (1) immediately notify the Engineer of the existence of the facilities; and (2) take steps to ascertain the exact location of all underground facilities before doing work that may damage the facilities.

Requests for extensions of time arising out of utility rearrangement delays shall be governed by the procedure set forth in Section 5.5, right-of-way delays. In accordance with Government Code section 4215, the Contractor shall not be assessed liquidated damages for delay in completion of the Project when the delay was caused by the failure of the public agency or owner of the facilities to provide for removal or relocation of the existing facilities.

Where the Engineer determines that the rearrangement of an underground main, the existence of which is not shown in the Contract Documents, is essential to accommodate the contemplated improvement, the Engineer will provide for the rearrangement of the facility by other forces. Alternatively, those rearrangements shall be performed by the Contractor and will be paid for as Extra Work.

When the Contract Documents indicate that a utility is to be relocated, altered or constructed by others, the City will conduct all negotiations with the owners and the work will be done at no cost to the Contractor.

Temporary or permanent relocation or alteration of utilities desired by the Contractor for his own convenience are his responsibility, and he shall arrange and bear all costs.

Some existing utility facilities may require relocation during construction of the Project. The following procedure shall be used to determine if relocation is necessary: Contractor shall notify U.S.A. for underground utility locating and locating shall be completed.

Contractor to determine locations of potential conflict between existing utilities and proposed underground construction. In case of conflicts, the Contractor and Engineer shall decide if existing utilities or the proposed improvements should be relocated. If conflicts with utilities occur and utility relocations are necessary, it shall be the responsibility of the Contractor to coordinate all necessary utility relocations with the appropriate utility companies. Contractor shall schedule Work so that during such conflict and relocation there shall not be any Work stoppage including labor, tools, and equipment and consequently no extra cost shall be charged for idle time.

6 MEASUREMENT AND PAYMENT

6-1 MEASUREMENT OF QUANTITIES

6-1.1 Methods of Measurement

Materials and items of Work which are to be paid for on the basis of measurement shall be measured in accordance with the methods stipulated in the particular sections involved.

6-1.2 Certified Weights

When payment is to be made on the basis of weight, the weighing shall be done on certified platform scales or, when approved by the Engineer, on a completely automated weighing and recording system. The Contractor shall furnish the Engineer with duplicate licensed weighmaster's certificates showing the actual net weights. The City will accept the certificate as evidence of the weights delivered.

6-1.3 Units of Measurement

Measurements shall be in accordance with U.S. Standard Measures. A pound is an avoirdupois pound. A ton is 2,000 pounds avoirdupois. The unit of liquid measure is the U.S. gallon.

Material not used from a transporting vehicle shall be determined by the Engineer and deducted from the certified tag.

When material is to be measured and paid for on a volume basis and it would be impractical to determine the volume, or when requested by the Contractor in writing and approved by the Engineer in writing, the material will be weighted and converted to volume measurement for payment purposes. The Engineer shall determine factors for conversion from weight measurement to volume measurement and the Contractor shall agree them before that method of measurement of pay quantities will be adopted.

Full compensation for all expense involved in conforming to the above requirements for measuring and weighing materials is included in the unit prices paid for the materials being measured or weighed and no additional allowance will be made.

The City will not pay for the following and they will be deducted from the final total quantities: quantities of material wasted or disposed of in a manner not called for under the contract; rejected loads of material, including material rejected after it has been placed by reason of the failure of the Contractor to conform to the contract; material not unloaded from the transporting vehicle; material placed outside the lines indicated on the plans or given by the Engineer; material remaining on hand after completion of the contract. No compensation will be allowed for hauling rejected material.

6-2 SCOPE OF PAYMENT

The Contractor shall accept the compensation, as provided in the Contract Documents, as full payment for: furnishing all labor, materials, tools, equipment, disposal and incidentals necessary to the completed Work; performing all Work contemplated under the contract; loss or damage arising from the nature of the Work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the Work; expenses incurred in consequence of the suspension or discontinuance of the Work as specified in the Contract Documents; and for completing the Work according to the Contract Documents. Neither the

payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective Work or material.

No compensation will be made for loss of anticipated profits. Increased or decreased Work involving Change Orders or Engineer's Orders will be paid for as provided in those documents.

Payment for items called out elsewhere in the Plans and Specifications, but not specifically listed as a bid or pay item, shall be considered to be included in other items of Work and no additional compensation will be allowed for them.

6-3 EXTRA WORK

6-3.1 General

New or unforeseen Work will be classed as Extra Work when the Engineer determines that it is not covered by Contract unit prices or stipulated unit prices. (See also Section 2-7.)

6-3.2 Payment

When the price for the Extra Work cannot be agreed upon, the City will issue a Written Order and pay for the Extra Work based on the accumulation of costs as provided here.

6-3.3 Daily Reports by Contractor

At the close of each working day, the Contractor shall submit a daily report to the Engineer, on forms approved by the City, together with applicable delivery tickets, listing all labor, materials and equipment involved for that day, and for other services and expenditures when authorized. The parties shall attempt to reach agreement or reconcile the report daily, and both shall sign it. If there is disagreement, pertinent notes shall be entered by each party to explain points that cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by subcontractors or others shall be submitted through the Contractor.

6-3.4 Basis for Establishing Costs

6-3.4A Labor

The report shall show names of workers, classification and hours worked. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the Extra Work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. The use of a labor classification that would increase the Extra Work cost will not be permitted unless the Contractor establishes the necessity for the additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental. The labor surcharge for all payments required by State and Federal law shall be taken from the current State of California Labor Surcharge and Equipment Rental Rate publication.

6-3.4B Material

The report shall describe and list quantities of materials used. The cost of materials reported shall be at invoice or lowest current price at which the materials are locally available and delivered to the job site in the quantities involved, plus sales tax, freight and delivery.

The City reserves the right to approve materials and sources of supply, or to supply materials to the Contractor if necessary for the progress of the Work. No markup shall be applied to any material provided by the City.

6-3.4C Equipment

The report shall show type of equipment, size, identification number, hours of operation, including loading and transportation, if applicable.

6-3.4D Tool and equipment rental

No payment will be made for the use of tools that are not listed on the current State Labor Surcharge and Equipment Rental Rate publication. The rates shall be taken from the current edition of the Rate publication, except modified as follows:

Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the Work is performed.

The rental rates paid shall include: the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance; depreciation, storage; insurance; necessary loading and transportation costs; and all incidentals. Operators of rented equipment will be paid for as provided for under "Labor" above.

If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to the City than holding it at the Work site, it shall be returned, unless the Contractor elects to keep it at the Work site at no expense to the City.

All equipment shall be acceptable to the Engineer, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and manufacturer's approved modifications shall be used to classify equipment and it shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

The reported rental time for equipment already at the job site shall be the duration of its use on the Extra Work, beginning at the time it is first put into actual operation on the Extra Work, plus the time required to move it from its previous site and back, or to a closer site.

6-3.4E Other services and expenditures

Other services and expenditures shall be described in such detail as the City may require.

6-3.4F Other Items

The City may authorize other items that may be required on the Extra Work. Such items include labor, services, material and equipment which are different in their nature from those required for the Work specified in the Contract and which are of a type not ordinarily available from the Contractor or any of his subcontractors. Invoices covering all such items in detail shall be submitted with the request for payment.

6-3.5 Invoices; Mark-up

Vendors' invoices for material, equipment rental, and other expenditures shall be submitted with the request for payment. If the request for payment is not substantiated by invoices or other documentation, the City may establish the cost of the item involved at the lowest price that was current at the time of the report.

Except any markup prohibitions in Section 6.3, a markup not to exceed 10% of total Contractor costs is allowed for overhead and profit. A markup not to exceed 5% of the total Subcontractor costs is allowed for overhead and profit.

6-4 PARTIAL PAYMENTS

To arrive at agreement on partial payments for items bid as lump sum, the Contractor shall submit a proposed breakdown of values of the various elements of work comprising the lump sum. The Engineer shall, once each month, prepare an estimate (on forms furnished by the Engineer) of the total amount of Work done and acceptable materials on hand (materials furnished and delivered by the Contractor on the ground and not used). The Contractor shall review and sign the Engineer's monthly estimate. Upon the Engineer's approval of the monthly estimate, the City shall retain 5% of the estimated value of the Work done and materials on hand, and shall monthly pay to the Contractor, while carrying on the Work, the balance not retained, after deducting all previous payments and all sums to be kept or retained under the Contract. No such estimate or payment is required when, in the Engineer's judgment, the Work is not proceeding in accordance with the Contract, or when in his judgment the total value of the Work done since the last estimate amounts to less than $1,000.00.

6-5 PAYMENT WITHHELD

The City may withhold or nullify (on account of later discovered evidence) all or part of any payment made to the Contractor by the City as to the amount determined to be due the Contractor, to the extent and period of time only as is necessary to protect the City from loss on account of:

Defective Work not remedied, or uncompleted Work:

1. Claims filed or reasonable evidence indicating probable filing;
2. Failure to properly pay Subcontractors or for material or labor;
3. Reasonable doubt that the Work can be completed for the balance then unpaid;
4. Failure to achieve sufficient progress with the Work to meet the required completion date; or
5. Damage to another contractor or third party, other than damage due to delays.

6-6 ACCEPTANCE OF THE WORK AND FINAL ESTIMATE AND PAYMENT

Whenever City Council has accepted the work as complete, the City will file a Notice of Completion with the County Recorder within 15 days. (Civil Code section 9204.) Retention will be held sixty days after the Notice of Completion is filed or until a recorded copy of the Notice of Completion is returned from the County, whichever is first.

6-6.1 Final measurements

The payment due the Contractor shall be determined from the final measurements made by the Engineer and the unit prices bid, or provided, by the Contractor, including the authorized Extra Work. All prior partial quantities and payments are subject to correction in the final payment, and no payment shall be construed to be an acceptance of any defective work or improper materials.

6-6.2 Deductions

From the total amount of the Work, the City will deduct: (a) 5%; and, (b) from the remainder, all amounts due to the City from the Contractor in accordance with the Contract.

From the balance thus determined, the City will deduct the total amount of all previous payments made to the Contractor. The remainder will be the amount to be paid to the Contractor.

6-6.3 Payment of retained amounts

The final payment of retained amounts is due within 60 days of completion of the Work. "Completion" means City's use of the Work; (2) acceptance of the Work; or (3) other factors set forth in PCC section 7107. (See Civil Code section 9200 regarding definition of "completion.")

The City shall not certify that the Contract has been completed until 60 days or more after the City files the Notice of Completion.

6-6.4 Contractor's release of claims

Payment of undisputed contract amounts is contingent upon the Contractor's furnishing City with a release of all claims against City arising from the performance of Work relative to those amounts. Contractor may only exclude from the release those claims in the amounts stated which have been properly noticed.

6-6.5 Substitute security

Under PCC section 22300, the Contractor may substitute securities for any money held by the City to ensure performance of the Contract. Securities eligible under this section are limited to those listed in Government Code section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or other security mutually agreed upon by the Contractor and the Engineer.

6-7 CLAIMS

6-7.1 Definition; Submittal

Contractor's request: (a) for the payment of any additional compensation for any cause; (b) an extension of time for the performance of Work; or (c) any other relief with reference to the terms of the Contract, including any dispute or question relative to the Contract Documents; is a "Claim".

The Contractor must submit a Claim to the Engineer in writing for consideration. Notices of potential claim are not acceptable for the purpose of timely notice to the City of a Claim.

Each Claims shall contain sufficient detail to enable the Engineer to evaluate the basis, validity and computation of the Claim including, but not limited to, evidence supporting the alleged Claim and a current schedule showing the effect of the occurrence on the critical path.

Submittal of a claim properly certified, with all required supporting documentation, and City's written rejection or denial of all or part of the claim, is a condition precedent to any action, proceeding, litigation, suit or demand for arbitration by the Contractor.

6-7.2 Timing

When a Claim is based on an act or failure to act by the City, its agents, employees or representatives, the Contractor must present the claim to the Engineer before the Contractor performs the work. In all other instances Claims must be presented in writing within ten days after the occurrence of the event giving rise to the Claim. Contractor's noncompliance with any of the time and notice requirements in this section shall render the Claim(s) invalid.

6-7.3 Delays

There is no compensable delay unless there is a delay to the critical path and the Project completion is delayed beyond the Contract completion date. Except for the additional compensation provided for in Section 5.5, Right of Way Delays, and except as provided in this Section 6.7, Claims, the Contractor has no claim for damage or compensation for any delay or hindrance. It is recognized that changes to the contract are expressly within the contemplation of the parties.

6-7.4 Claim certification

All claims submitted to the City must be certified as follows:

I, _____, being the _____ (must be an officer) of _____ (General Contractor), declare under penalty of perjury under the laws of the state of California, and do personally certify and attest that: I have thoroughly reviewed the attached claim for additional compensation and/or extension of time, and know its contents, and said claim is made in good faith; the supporting data is truthful and accurate; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the City is liable; and further, that I am familiar with Government Code Section 12560 – 12656 (False Claims Act) and Penal Code section 72 pertaining to false claims, and further know and understand that the submission or certification of a false claim may lead to fines, imprisonment and/or other severe legal consequence.

6-7.5 Subcontracts

Contractor shall include the following provisions in all subcontracts.

The Contractor and the City contemplate that the completion of the Work may be delayed by weather, force majeure, minor changes in Plans and Specifications, and actions of utilities and other third parties. The Contractor shall have no claim for damages or compensation for delay in completion of the Work:

1. Caused by any person or entity other than the City or due to any reason beyond the complete control of the City.
2. Caused by the City, unless the delay is unreasonable under the circumstances. Any such delay shall be presumed to be reasonable unless the delay results from a cause that was reasonably foreseeable to the City and the City negligently or through willful misconduct failed to prevent the delay.
3. If the Work is completed within the number of work days stated in the Contract Documents, regardless of whether the Contractor's schedule indicated an earlier completion date.
4. Resulting from a Change Order.
5. If there was no delay in the critical path of the Work.

If the Contractor is entitled to bring a claim for delay under this section, any compensation or damages shall be limited to the Contractor's actual loss. "Actual loss" does not include any expense other than idle time of equipment, necessary payments for idle time of day labor, the cost of extra moving of equipment and the cost of longer hauls. Compensation, if any, for idle equipment and day labor shall be determined under the State of California Standard Specifications Section 8-1.07C. In no event is the Contractor entitled to compensation or damages which include profit, mark-ups, overhead (including but not limited to central office overhead and salaries of salaried employees), and costs for non-working days.

6-7.6 Tort Claims Act

Before filing a construction claim under PCC section 20104-20104.6, the Contractor must first file a tort claim under Government Code section 900, et seq..

7 LEGAL RELATIONS AND RESPONSIBILITY

7-1 LAWS TO BE OBSERVED

The Contractor shall stay fully informed of and comply with all existing and future County, State and Federal laws and regulations and all municipal ordinances and regulations of the City which affect those employed in the Work, or the materials used, or which affect the conduct of the Work, and of all the orders and decrees of bodies or tribunals having jurisdiction or authority over the Work. If a discrepancy or inconsistency is discovered in the Contract Documents in relation to a law, ordinance, regulation, order or decree, the Contractor shall promptly report it in writing to the Engineer.

7-2 LABOR

7-2.1 General

The Contractor is bound by and shall comply with the applicable provisions of the Labor Code and with Federal, State and local laws related to labor.

7-2.2 No Discrimination

Under Labor Code section 1735, the Contractor shall not discriminate in the employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age or sexual orientation of any person, except as provided in Government Code Section 12940. A Contractor violating this section is subject to all the penalties imposed for a violation.

7-2.3 Apprentices

Attention is directed to Labor Code sections 1777.5, 1777.6 and 1777.7 and to Title 8, California Administrative Code section 227 and following. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio, the Contractor (and subcontractors) should, where some question exists, contact the Division of Apprenticeship Standards before beginning the Work. The Contractor is responsible for compliance with this paragraph.

7-2.4 State Wage Determination

As required by Labor Code sections 1770 and following, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of the prevailing rates are on file at the City offices, and will be made available to any interested party on request. The Contractor shall post a copy of the prevailing rates at each job site.

As provided in Labor Code Section 1775 (and subject to that section), the Contractor shall, as a penalty to the City, forfeit up to $200 for each calendar day, or portion of a day, for each worker paid less than the prevailing rates, whether the worker is employed by Contractor or a subcontractor.

7-2.5 Payroll Records; Retention; Inspection; Noncompliance Penalties; Rules and Regulations

7-2.5A Payroll records

As required by Labor Code section 1776, each Contractor and subcontractor shall keep an accurate payroll record, 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 him or her in connection with the Project. These payroll records shall be certified and shall be available for inspection at all reasonable hours at the Contractor's principal office on the following basis:

A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

A certified copy of all employee payroll records shall be made available for inspection or furnished upon request to the City, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations. The Contractor and each subcontractor shall file a certified copy of the requested payroll records within ten days after receiving a written request.

7-2.5B Public inspection

A certified copy of all payroll records shall be made available upon request by the public for inspection or copies. However, a request by the public shall be made through the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided under subparagraph 1(b), above, the requesting party shall, before receiving the records, reimburse the costs of preparation by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal offices of the Contractor.

No disclosure of individuals. Any copy of records made available for inspection and copies furnished upon request to the public or any public agency by the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the contract or performing the contract shall not be marked or obliterated.

7-2.5C Location of records

The Contractor shall inform the City of the location of the payroll records including the street address, city and county, and shall, within five working days, provide a notice of change of location and address.

7-2.5D Notice and penalty for non-compliance

In the event of noncompliance with the requirements of this section 7-2.5, the Contractor shall have ten days in which to comply after receiving written notice specifying in what respects the Contractor must comply. If Contractor has not complied within the ten-day period, the Contractor shall, as a penalty to the City, forfeit $100.00 for each calendar day, or portion of a day, for each worker, until strict compliance occurs. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Contractor is responsible for compliance with this section.

7-2.5E Department of Industrial Relations Requirements

As required by Labor Code section 1725.5, the Contractor and subcontractors shall be registered with the Department of Industrial Relations. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner per Labor Code section 1771.4. The Department of Industrial Relations will monitor and enforce compliance with prevailing wage requirements.

7-2.6 Working Hours

The Contractor shall comply with the applicable provisions of Labor Code sections 1810 to 1815 relating to working hours. The Contractor shall, as a penalty of the City, forfeit $25.00 for each worker employed on the Project by the Contractor or by any subcontractor for each calendar day during which the worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week, unless the worker receives compensation for the hours worked in excess of eight hours at not less than one and one-half times the basic rate of pay.

7-2.7 Workers' Compensation

In accordance with Labor Code section 1860, the Contractor's attention is directed to the requirement that (under Labor Code section 3700) every Contractor is required to secure the payment of compensation of his or her employees. In accordance with the Labor Code section 1861, each Contractor shall sign and file with the City the following certification before performing the Work: "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 of this contract."

7-3 (NOT USED)

7-4 CONTRACTOR'S LICENSING LAWS

Attention is directed to the provisions of the California Business and Professions Code concerning the licensing of Contractors. All Contractors shall be licensed in accordance with the laws of the State of California and any Contractor not so licensed is subject to the penalties imposed by those laws.

7-5 PERMITS AND LICENSES

The City has obtained a BCDC Permit (Attachment C) and a draft permit from the East Bay Regional Park District (Attachment D). Contractor shall take necessary steps to move the East Bay Regional Park District Permit from draft to final before the commencement of work on the Work site. Contractor shall also procure any other permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the lawful prosecution of the Work. No permitting is needed from the City. . A City of Alameda Business License from the City of Alameda, 2263 Santa Clara Avenue, Finance Department, Room 220, Alameda is required. See Section 14 Special Provisions.

7-6 USE OF EXPLOSIVES

Each person engaged in the activities of receiving, storing, using, handling or transporting any explosives must obtain a permit from the Contra Costa County Fire Prevention District; and all Work shall be governed by the Health and Safety Code and the California Fire Code, both as adopted by the City and the District.

7-7 SAFETY NOTICES

The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

7-8 DISPOSAL OF MATERIAL OUTSIDE THE PROJECT LIMITS

The Contractor shall arrange for disposal of materials outside the Project limits. Contractor shall pay all costs involved.

When any material is to be disposed of outside the Project limits, the Contractor shall first obtain a written permit from the property owner on whose property the disposal is to be made and he shall file with the Engineer the permit or a certified copy of it together with a written release from the property owner absolving the City from responsibility in connection with the disposal of material on the property.

When material is disposed of, the Contractor shall conform to the requirements of the City Municipal Code regarding grading, hauling and filling of earth. Any permits so required shall be no-fee, but the Engineer may require a bond.

The Contractor shall comply with the City's Municipal Code Section 13-10: Alameda Green Building Standards.

The Contractor shall also comply with the City's waste management requirements as outlined in the following City Municipal Code Sections:

21-2.3(b) – Containers

Every person engaged in construction is hereby required to provide user disposal containers at each construction site for the deposit of solid waste, recyclable materials, and organic materials by the employees or workers engaged in such construction. The container shall be kept closed by a close-fitting cover except when in use. Every person who consumes food on the premises shall deposit all food scraps in an organic materials container provided at the site. Casting aside any unconsumed food scraps or solid waste on the premises or public rights-of-way is forbidden.

21-24: Waste Management Plans

Concrete, rock, brick, asphalt and other similar materials are highly recyclable, and must be source separated as much as possible on the project site and delivered to a processor as separate materials. The diversion requirement for concrete and asphalt is 95%. For all other construction and demolition debris the diversion requirement is 65% or, if higher, the minimum percent required by the California Green Building Standards Code. Contractors are encouraged to reuse or divert as much material as possible. Additionally, upon award of contract, the Contractor shall prepare and submit, as part of the Initial Project Submittal Package (outlined in Section 18), a Waste Management Plan via http://alameda.wastetracking.com/.

Proof of an approved Waste Management Plan must be provided to the City Engineer before construction starts and proof of meeting project diversion requirements must be provided before project completion.

Noncompliant projects shall be assessed a fine and penalty in an amount annually established by the Public Works Director for each ton of material that was to be diverted as set forth in the Waste Management Plan, but was not demonstrated by Contractor to have been diverted.

Attachment A contains a suggested list of facilities that accept construction and demolition waste materials.

7-9 CONTRACTOR'S RESPONSIBILITY FOR THE WORK AND MATERIALS

Until City's acceptance of the Work, the Contractor shall have the charge and care of all the Work and the related materials and equipment, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his subcontractors or sub-subcontractors. Contractor shall bear the risk of injury, loss, or damage to any part of them (regardless of whether partial payments have been made on such damaged portions of the Work) by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work. The Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the Work or the materials occasioned by any cause before its completion and acceptance, and shall bear the expense, except for the injuries, losses or damage directly and proximately caused by the City's sole negligence or willful misconduct. (See also Sections 6-5 and 6-7; Civil Code section 2782(b).)

7-10 VEHICLE CODE

Vehicles and equipment traveling to and from the "limits of Work" or "job site" on a public way shall conform to the applicable provisions of the Vehicle Code.

7-11 WEIGHT LIMITATIONS

Unless expressly permitted elsewhere in the Contract Documents, construction equipment or vehicles shall not exceed the maximum weight and size limitations set forth in the California Vehicle Code and Alameda Municipal Code, unless approved by the Engineer in writing. The Contractor shall repair the facilities damaged by overloaded equipment or vehicles.

7-12 PATENTS

The Contractor assumes responsibilities arising from the use of patented materials, equipment, devices or processes used on or incorporated in the Work, and agrees to indemnify and hold harmless the City, its officers, employees and agents, from all suits at law, or actions of any nature, for or on account of the use of any patented materials, equipment, devices or processes.

7-13 SAFETY PROVISIONS

The Contractor shall conform to the regulations pertaining to safety established by the California Division of Industrial Safety and the California and Federal Office of Safety and Health Administration. According to generally accepted construction practices, the Contractor will be solely and completely responsible for the conditions of the job site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to all employees on the Work and all other persons who may be affected by it. The duty of the City or its representatives to conduct construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on, or near the construction site. Contractor is solely responsible for the Implementation and maintenance of safety programs.

The Contractor shall insure that all scaffolding, staging, temporary floors, runways, and similar devices furnished by himself or his subcontractors be built and maintained to safely support required loads.

The Contractor shall insure that all cranes, hoists, towers, and other lifting equipment necessary for the movement and erection of materials have operators trained and experienced in the equipment being used, and are properly equipped with guys, bracing and safety devices as required by applicable codes.

The Contractor shall comply with all applicable local safety codes and specifically the Occupational Safety and Health Act for the construction industry.

The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

The Contractor shall perform all Work in a fire-safe manner and supply and maintain adequate first aid and fire-fighting equipment capable of extinguishing incipient fires. It shall comply with applicable local and state fire prevention regulations and where the regulations do not cover, with applicable parts of the National Fire Prevention Standards for "Safeguarding Construction, Alteration and Demolition Operations," (NFPA No. 241).

7-14 INDEMNIFICATION

Contractor shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Contractor's performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole negligence, active negligence or willful misconduct of the City. (Civil Code section 2782.) Contractor also shall require all subcontractors to indemnify City as provided in this section.

- "City" means the City, its officials, officers, agents, employees and volunteers;
- "Contractor" means the Contractor, its employees, agents and subcontractors;
- "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses) and any allegations of these. Claims includes but is not limited to: personal injury, bodily injury, emotional injury, sickness or death; penalties imposed; infringement of patents, copyrights or trademark rights; stop notices or bond claims; insurance claims; violation or infraction;
- "Arising out of" includes "pertaining to" and "relating to"; and
- "Defend" means defend claims at Contractor's cost, pay and satisfy any judgment arising from a claim, reimburse the City for legal expenses incurred.

The provisions of this section survive completion of the services or the termination of this contract, and are not limited by the provisions of Special Provisions section 2 relating to insurance.

7-15 PUBLIC CONVENIENCE AND SAFETY

7-15.1 General

The Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience to the public and he shall have under construction no greater length or amount of Work than he can prosecute properly with due regard for the rights of the public.

7-15.2 Traffic; Work In or Upon Streets

Travel lanes. Unless otherwise provided in the Contract Documents, one 11-foot lane in each direction for public traffic shall be permitted to pass through or around the Work with as little inconvenience and delay as possible. While subgrade and paving operations are underway, public

traffic shall be permitted to use the shoulders and, if half-width paving methods are used, shall also be permitted to use the side of the roadbed opposite the one under construction.

7-15.2A Signals; signs

Existing traffic signal and highway lighting systems shall be kept in operation for the benefit of the traveling public during progress of the Work. Others will continue routine maintenance of existing systems. The Contractor may be required to cover certain signs that regulate or direct public traffic to roadways that are not open to traffic. The Engineer will determine which signs shall be covered.

In order to expedite the passage of public traffic through or around the Work and where ordered by the Engineer, the Contractor shall install signs, lights, flares, barricades, and other facilities for the sole convenience and direction of public traffic. Also, where directed by the Engineer, the Contractor shall furnish competent flagmen whose sole duties shall consist of directing the movement of public traffic through or around the Work.

If the Contractor appears to be neglectful or negligent in furnishing warning and protective measures, the Engineer may direct attention to the existence of a hazard and the Contractor shall furnish and install the necessary warning and protective measures at his expense. If the Engineer points out the inadequacy of warning and protective measures, that action on the part of the Engineer shall not relieve the Contractor from responsibility for public safety or abrogate his obligation to furnish and pay for these devices.

7-15.2B Removing spillage

Contractor, at his expense, shall immediately remove spillage resulting from hauling operations along or across any public traveled way.

7-15.2C Excavation and embankments

Roadway excavation and the construction of embankments shall be conducted in such manner as to provide a reasonably smooth and even surface satisfactory for use by public traffic at all times; sufficient fill at culverts and bridges to permit traffic to cross shall be placed in advance of other grading operations.

7-15.2D Contractor’s equipment

At locations where traffic is being routed through construction under one-way controls and when ordered by the Engineer, the movement of the Contractor’s equipment from one portion of the Work to another shall be governed in accordance with such one-way controls.

7-15.2E Completed portions

Whenever a portion of the Project has been completed, the Contractor shall open it to use by the public if the Engineer so orders, or may open it to use by the public if the Engineer so consents. In either case the Contractor will not be allowed any compensation due to any delay, damage or inconvenience to his operations caused by the public use but will be relieved of responsibility for damage or wear and tear to the completed Work. The Contractor will not be relieved of any other responsibility under the contract nor will he be relieved of cleanup and finishing operations.

7-15.3 Adjacent Property

Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners. Contractor shall maintain convenient access to driveways, houses, and buildings along the line of and adjacent to the Work, and temporary approaches to

crossings or intersecting highways. When the abutting property owner's access across the right of way line is to be eliminated, or to be replaced under the Contract by other access facilities, the existing access shall not be closed until the replacement access facilities are usable.

The Contractor shall exercise precautions necessary to protect all buildings, landscaping and other construction on adjacent buildings, property and construction, on account of operations under this Contract, and restore to pre-construction conditions to the satisfaction of the Engineer.

The Contractor shall give reasonable notice to occupants or owners of adjacent property to permit them to salvage or relocate plants, trees, fences, sprinklers and other improvements within the right of way which are designated for removal and would be destroyed because of the Work.

7-15.4 Storage of Material and Equipment

No material or equipment shall be stored where it will interfere with the free and safe passage of the public. At the end of each day's work, and at other times when construction operations are suspended for any reason, the Contractor shall remove the equipment and other obstructions from that portion of the roadway open for public use.

7-16 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The Contractor is responsible for the protection of public and private property adjacent to the Work and shall exercise due caution to avoid damage to that property.

The Contractor shall repair or replace all existing improvements within the right of way which are not designated for removal (e.g., curbs, sidewalks, survey points, fences, walls, signs, utility installations, pavements, structures, etc.) which are damaged or removed as a result of his operations. When a portion of a sprinkler system within the right-of-way must be removed, the Contractor shall cap the remaining lines. Repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension.

Trees, lawns, and shrubbery that are not to be removed shall be protected from damage or injury. If damaged or removed because of the Contractor's operations, they shall be restored or replaced in as nearly the original condition and location as is reasonably possible. Lawns shall be re-seeded and covered with suitable mulch.

7-17 ACCEPTANCE OF CONTRACT

When the City Engineer has made the final inspection and determines that the Contract has been completed in all respects in accordance with the Contract Documents, the Engineer will recommend that the City Council formally accept the contract. Immediately upon recording the acceptance, the Contractor will be relieved of the duty of maintaining and protecting the Work as a whole, and he will not be required to perform any further Work; and the Contractor will be relieved of his responsibility for injury to persons or property or damage to the Work, except as provided in the Contract Documents pertaining to the warranty period.

7-18 PAYMENT OF TAXES

The contract prices paid for the Work includes full compensation for all taxes which the Contractor is required to pay, whether imposed by Federal, State or local government, including, without being limited to, Federal excise tax. The City will not furnish any tax exemption certificate or any document designed to exempt the Contractor from payment of any tax (on labor, services, materials, transportation, or any other items).

7-19 SUBCONTRACTORS AND SUPPLIERS

Upon Engineer's request, Contractor shall provide unpriced copies of subcontracts and purchase orders.

7-20 LIMITATION OF DESIGN PROFESSIONAL'S RESPONSIBILITY

The Architect/Engineer is not responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Architect/Engineer will not be responsible for or have control or charge over the acts or omissions of the Contractor, subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

7-21 PROJECT STABILIZATION AGREEMENT

NOT USED

D. SPECIAL PROVISIONS

1 GENERAL

1-1 LOCATION

The Work is located at Crown Memorial Beach in the vicinity of Shell Gate and Willow Roads.

1-2 DESCRIPTION OF WORK

The Work includes, but is not limited to:

Furnishing all labor, tools, equipment, materials; and doing all work associated with the installation of four grated overflow inlets on four storm outfall pipes and the installation of cured in place pipe on the storm pipe segments between the new overflow inlets and upstream drain inlets.

1-3 SPECIFICATIONS

The Work shall comply in all aspects with the latest edition of the:

- Standard Plans of the City of Alameda
- State of California Department of Transportation Standard Plans Current Edition
- California MUTCD Current Edition

1-4 PROPOSAL REQUIREMENTS

Proposal requirements, conditions and bid procedures shall be as set forth in the Bid Documents, Section 3, ”Proposal Requirements, Conditions and Bid Procedures,” except as modified in these Special Provisions.

2 INSURANCE REQUIREMENTS FOR CONTRACTORS

On or before the commencement of the work, Contractor shall furnish the City's Risk Manager and East Bay Regional Parks District with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with minimum insurance coverage below.

Such certificates due to the City, which do not limit Contractor's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days advance written notice to the City of Alameda, Attention: Risk Manager."

Contractor shall review all insurance requirements and instructions for endorsements contained in the East Bay Regional Park District Permit (Attachment D). Contractor can coordinate with the City to submit these to East Bay Regional Park District.

Contractor shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company licensed to offer insurance business in the State of California with a current A.M. Best's rating of no less than A:VII or Standard & Poor's Rating (if rated) of at least BBB unless otherwise acceptable to the City.

Endorsements naming the City, its City Council, boards, commissions, officials, employees, agents and volunteers as additional insured shall be submitted with the insurance certificates.

2-1 MINIMUM SCOPE AND EXTENT OF INSURANCE

Contractor shall maintain insurance coverage and limits at least as broad as:

1. Workers' Compensation:

Statutory coverage as required by the State of California.

2. Liability:

Commercial general liability coverage in the following minimum limits:

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

If submitted, combined single limit policy with per occurrence limits in the amounts of $2,000,000 and aggregate limits in the amounts of $4,000,000 will be considered equivalent to the required minimum limits shown above. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

3. Automotive:

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

Bodily injury: $1,000,000 each occurrence

Property Damage: $1,000,000 each occurrence

or

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

Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(4) Pollution Prevention:

Legal liability required for hazardous materials excavation in the amount of $2,000,000 each occurrence. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

The coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of the coverage carried by or available to the Contractor; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City.

2-2 SUBROGATION WAIVER

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether 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 Contractor, its employees, agents and subcontractors.

2-3 FAILURE TO SECURE

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

2-4 ADDITIONAL INSURED

City, its City Council, boards, commissions, officials, employees and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation insurance. Please review East Bay Regional Park District Permit (Attachment D) for specific naming requirements on endorsements to the East Bay Regional Park District. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

The additional insured coverage under the Contractor's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance.

2-5 SUFFICIENCY OF INSURANCE

Contractor shall furnish the following bonds from a bonding company acceptable to the City's Risk Manager. Faithful Performance Bond and Labor and Material Bond are only required for work over $25,000. Therefore, those estimates that are under $25,000 will not need to budget for the bond premiums and those estimates over $25,000 will need to be sure to budget for the bond premiums.

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

3 LEGAL RELATIONSHIPS AND RESPONSIBILITY

(See Also General Requirements, Section 7)

3-1 CONTRACTORS LICENSING LAWS

The following paragraph shall be considered to be added to the City of Alameda General Requirements Section 7-4, Contractor's Licensing Laws:

In accordance with California Business and Professional Code, the City has determined that the Contractor shall possess a valid:

Class [A] General Engineering Contractor license at the time that the contract is awarded.

Failure to possess the specified license shall render the bid as not responsible and shall act as a bar to award of the contract.

3-2 CONCURRENT ACTIVITIES

The City reserves the right to perform Work related to the Project with its own or contract forces, and to award separate contracts in connection with other portions of the Project or other Work on the site under these or similar conditions of the Contract. If the Contractor claims that delay or additional cost is involved because of such action by the City, he shall make such claim as provided elsewhere in the Contract Documents. A separate overlay operation may be underway on streets immediately adjacent to this Work. The Contractor shall make accommodations necessary to coordinate the Work with a minimum of conflict.

4 PROSECUTION AND PROGRESS OF WORK

(See also General Requirements Section 5.)

4-1 TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall commence the Work within five working days after receiving Notice to Proceed and shall diligently pursue the Work to completion within the number of working days specified in Special Provisions Section 6-1 plus any authorized time extensions. The working days shall start accruing the day the Contractor commences the Work but not later than five working days after he received the Notice to Proceed.

The Contractor shall forfeit to the City of Alameda **$1,104** for each calendar day that Work remains uncompleted in excess of the time specified for completion of the Project.

If for any reason the Contractor does not utilize a working day to pursue the Work in this contract, the Contractor shall seek the approval of the Engineer before recommencement of the Work.

5 MEASUREMENT AND PAYMENT

1.) Mobilization, Demobilization and Stormwater Pollution Control (Bid Item#1)

Bid item one will be a lump sum (LS) contract price and shall be considered full compensation for labor, materials, tools, equipment, and doing all the work herein specified as designated in the bid schedule. Payment for this bid item shall include full compensation and no additional compensation will be allowed therefore. Partial payments will be made under California PCC section 10264. Mobilization shall conform to the provisions in Section 11, "Mobilization," of the Standard Specifications and the following items.

a) Installing temporary construction water supply, power, wiring, and lighting facilities, as required.
b) Providing all on-site communication facilities, including telephones, and radio pagers.
c) Preparation of Waste Reduction and Recycling Plan
d) Preparation and implementation of a stormwater pollution control plan, in accordance with Section 9 of these Special Provisions.
e) Preparation of project schedule
f) Having all OSHA required notices and establishment of safety programs.
g) Beginning work on the project or at the subject site as applicable.
h) Obtaining approved traffic control plan from the City.

Demobilization shall include the following items.

a) Moving off from the site of all Contractors equipment that was required for operations.
b) Removal of all temporary facilities and equipment.
c) Final cleanup and site restoration, inclusive of any requirements in the BCDC (Attachment C) and East Bay regional Park District Permits (Attachment D)

2.) Pedestrian And Traffic Control (Bid Item #2)

The lump sum (LS) bid price for this item shall be considered full compensation for labor, materials, tool, equipment and incidentals to prepare a pedestrian and traffic control plan and maintain vehicle, bike and pedestrian traffic during construction in accordance with the approved plan and General Requirements Section 7-15.

3.) 15" CIPP Liner (Bid Item #3)

This bid item shall be at the contract per linear foot(LF) price and shall include pre and post-construction CCTV inspection and cleaning in accordance with Section 02530, installation and curing of thermosetting resin impregnated material cast-in-place storm drain pipe inside of existing 15" storm drain mains including curing with hot water or steam, all testing and removal of all waste materials and process water by truck, and disposal at a legal disposal site, or discharge of process water into the existing sewer system, provided all the requirements of the East Bay Municipal Utility District are met, including finishing and trimming of storm drain liner, dewatering, control of stormwater flow and/or bypass pumping, and all other work necessary to install the new 15" CIPP storm drain liner, complete, in place.

4.) 18" CIPP Liner (Bid Item #4)

This bid item shall be at the contract per linear foot(LF) price and shall include pre and post-construction CCTV inspection and cleaning in accordance with Section 02530, installation and curing of thermosetting resin impregnated material cast-in-place storm drain pipe inside of existing 18" storm drain mains including curing with hot water or steam, all testing and removal of all waste materials and process water by truck, and disposal at a legal disposal site, or discharge of process water into the existing sewer system, provided all the requirements of the East Bay Municipal Utility District are met, including finishing and trimming of storm drain liner, dewatering, control of stormwater flow and/or bypass pumping, and all other work necessary to install the new 18" CIPP storm drain liner, complete, in place.

5.) 12" CIPP Liner (Bid Item #5)

This bid item shall be at the contract per linear foot(LF) price and shall include pre and post-construction CCTV inspection and cleaning in accordance with Section 02530, installation and curing of thermosetting resin impregnated material cast-in-place storm drain pipe inside of existing 18" storm drain mains including curing with hot water or steam, all testing and removal of all waste materials and process water by truck, and disposal at a legal disposal site, or discharge of process water into the existing sewer system, provided all the requirements of the East Bay Municipal Utility District are met, including finishing and trimming of storm drain liner, dewatering, control of stormwater flow and/or bypass pumping, and all other work necessary to install the new 18" CIPP storm drain liner, complete, in place.

6.) Overflow Outlet Structure Installation (Bid Item #6)

This bit item shall be at the contract each (EA) price and shall include potholing of utility mains, services, and storm drains that may be in conflict with the work, sawcutting, careful excavation by and around existing utilities as necessary, disposal of excavated materials, dewatering, construction of new overflow inlet structure cast in place concrete base and structure and new cast iron frame and cover as shown in the plans, control of stormwater flow, connections to existing pipelines as shown on the plans including reinforcement, grouting and fittings, imported backfill material, compaction, temporary resurfacing, and all other work necessary to install the structure, complete, in place.

7.) Mechanical Sheeting and Shoring of Overflow Outlet Trench (Bid Item #7)

This bid item shall be paid in a lump sum(LS) price as designated in the bid schedule. Due to the nature of soils at the overflow outlet structures, excavation should be shored using standard shoring techniques where required. See Technical Specification Section 02200 Excavation and Backfill and City Standard Details. Contractor shall conform to the rules and regulations pertaining to safety established by the California Division of Occupational Safety and Health of the Industrial Relations Department. Contractor shall submit sheeting and shoring proposal prepared, signed and stamped by a Civil or Structural Engineer, registered in the state of California for review and approval to the Engineer. Sheeting and Shoring in this bid item shall be defined as mechanical trench stabilizing devices.

8.) Install 2’ Band of Rip-Rap Around Inlets (Bid Item #8)

This bid item shall be at the contract each (EA) price and shall be considered as full compensation for furnishing all labor, supervision, materials, tools, equipment, and incidentals to complete the necessary work as required for the placement and compaction of Class Light Rip Rap and Class No. 3 Bedding Rip Rap as specified in the Standard Specifications, the City Standard Specifications and Division 2, Section 72-2 “Rock Slope Protection” of State Standard Specifications, and installation of utility markers as depicted on the plans and as directed by the Engineer and no additional compensation will be allowed therefore.

9.) Tide Valve Installation (Bid Item #9)

This bid item shall be at the contract EA price and shall be considered as full compensation for furnishing all labor, supervision, materials, tools, equipment, and incidentals to complete the necessary work as required for transport of the tide valves to the site, the installation of the tide valves, including but not limited to, preparation, mounting, sealing, finishing, form removal and as specified on the plans, the Standard Specifications, in accordance with the Tideflex Installation, Operations and Maintenance Manual, and as directed by the Engineer and no additional compensation will be allowed therefore.

6 CONTRACT TIME AND PERMITTED WORKING HOURS

(See also General Requirements Section 5.)

6-1 DAYS

The Contractor shall begin Work no later than five working days following the start date specified in the Notice to Proceed. From the beginning of the Work, the Contractor shall not exceed **96** working days after the above start date and within the construction window of **April 16, 2026 and September 1, 2026,** in accordance with S01 Access condition in EBRPD permit 025T-25. No work shall extend beyond September 1, 2026. The City will issue the NTP shortly after contract award and then suspend the count of working so the Contractor can order any materials with long leade time. The working days will recommence April 16, 2026 such that the contractor then has the 96 days during the allowed construction window. . The charging of working days is suspended when the Work is complete and the Engineer schedules a final inspection. After the final inspection by the Engineer or their designer and the preparation of a deficiency list ("punch list"), five working days will be allowed for the correction of deficiencies, in addition to the Contract days specified. (See General Requirements Sections 5.5 and 6-7.3 regarding Delays, and Section 6-6 regarding Acceptance of the Work.)

No Work is allowed on legal holidays.

6-1.1 Holidays

New Year's Day	January 1
Martin Luther King, Jr.	First Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving Day	Day after the fourth Thursday in November
Christmas Day	December 25

6-1.2 Closure Days

Not used

6-1.3 Holiday Moratorium

Not used

6-2 HOURS

Working hours and days shall be as follows: 7:00 A.M. to 6:00 P.M. Monday through Friday.

6-3 SOUND CONTROL REQUIREMENTS

Sound control shall conform to Section 4-10 of the Alameda Municipal Code, which prohibits weekday construction activities between 7:00 pm and 7:00 am.

7 PROJECT CLOSEOUT – SCOPE

(See also General Requirements Section 5-6.)

7-1 SUBSTANTIAL COMPLETION

When the Contractor considers the Work substantially complete, he shall submit to the Engineer a written notice that the Work (or designated portion of it) is substantially complete, together with a list of minor work to be completed or corrected. Within a reasonable time after receipt of this notice, the Engineer will perform an inspection to determine the actual status of completion.

If the Engineer determines that the Work is in fact not substantially complete, he will promptly notify the Contractor in writing, giving the reasons. The Contractor shall remedy the deficiencies in the Work, and send a second written notice of substantial completion to the Engineer.

The Contractor will be allowed no longer than 30 calendar days from the date of substantial completion to request that the Engineer make his final inspection.

7-2 COMPLETION

When the Contractor considers the Work complete, he shall submit a letter to the Engineer stating that the Contract Documents have been reviewed, and that the Work has been inspected for compliance with the Contract Documents.

Contractor's submission implies that:

1. the Contractor has, to the best of his knowledge, completed the Work in accordance with the Contractor Documents, including "punch list" items;
2. equipment and systems have been tested in the presence of the City's representatives and are operational; and
3. the Work is completed and ready for final inspection, and for certificate of occupancy by the Community Development Department.

The Engineer will perform an inspection to verify the status of completion with reasonable promptness after receipt of the Contractor's letter.

If the Engineer considers that the Work is incomplete or defective, he will promptly notify the Contractor in writing, listing the incomplete or defective work. The Contractor shall then take immediate steps to remedy the stated deficiencies, and send a second written notice indicating that the Work is complete. The City will re-inspect the Work. When the Project is determined to be acceptable under the Contract Documents, the Contractor may proceed with closeout submittals.

The Contractor may be held liable for the cost of additional inspections if the Engineer is forced to make more than two field inspections to determine whether the Project is complete.

7-3 CLOSEOUT SUBMITTALS

Contractor's closeout submittals include:

1. Project record documents;
2. Warranties;
3. Evidence of payment, release of liens and final wage certificates; and
4. Certificate of insurance for products and completed operations.
5. Final Waste Management Report via http://alameda.wastetracking.com/, including all weight tickets/receipts.

Final payment and/or release of the retainer will be withheld until all closeout submittals have been received and approved by the City.

8 PROJECT MEETINGS

In order to effectively manage the construction process, the City requires that certain meetings be held during the course of the Work at which time all members of the construction team are expected to attend.

A pre-construction meeting will be held once the contract is awarded. At that time, representatives of the City, the Contractor, and the Engineer will discuss in detail certain procedural aspects of the Work, including:

1. Administrative procedures for transmittals, approvals, Change Orders and similar items;
2. Review of the method of application for payment, progress payments, retention, and final payment; and
3. Review of the Contractor's construction schedule, list of proposed subcontractors, and the schedule of values.

Not less than **once every week** during the course of Work, the Contractor's superintendent, the Engineer's Project manager, and representatives from the City shall meet to discuss the progress of the Work in general. At that time, any adjustment to the progress schedule will be transmitted to the City, together with an explanation of the time saved or lost.

In addition to the meetings described above, the City reserves the right to call meetings spontaneously when it believes necessary in order to effectively manage Work on the Project, to prevent misunderstandings, or to disseminate information.

9 STORM WATER AND POLLUTION PREVENTION

The Contractor is responsible for ensuring that all of their workers and subcontractors are aware of and implement the specific stormwater quality control measures. The Contractor(s) shall avoid creating excess dust when breaking asphalt/concrete and during excavation and grading. If water is to be used as a measure for dust control, use as little as possible. All wash water shall be kept out of streets, gutters and storm drains. Controls shall be implemented before construction begins and maintained until the end of construction at which time they shall be removed.

Failure to comply with the following approved construction Best Management Practices ("BMPs") shall result in the issuance of correction notices, citations and/or a project stop order:

1. Gather all construction debris on a regular basis and place it in a dumpster or other container which is emptied or removed on a weekly basis. When appropriate, use tarps on the ground to collect fallen debris or splatters that could contribute to stormwater pollution. After breaking old pavement, remove all pieces to avoid contact with rainfall or runoff.
2. Remove on-site piles from the site on a regular basis. Only temporary storage is allowed. All temporary soil or other stockpiles on site shall be securely covered with a tarp, plastic sheeting or similar material.
3. Remove all dirt/mud, gravel, rubbish, refuse and green waste from the sidewalk, street pavement, and storm drain system adjoining the project site daily and prior to rain. Clean up leaks, drips and spills immediately. Avoid unnecessary driving on unpaved areas during wet weather.
4. Install and maintain stabilized construction entrances to minimize the tracking of dirt, mud, dust and debris onto the public right-of-way.
5. Broom-sweep the sidewalk and public street pavement adjoining the project site daily and prior to rain. Caked-on mud or dirt shall be scraped from these areas before sweeping. At the completion of work the street shall be washed and the wash water collected and disposed offsite.
6. Install filter materials (such as block and gravel bags, sandbags, filter fabric) at the storm drain inlets surrounding the project site. Such inlet protections shall be installed before: the start of the rainy season (October 1st), site de-watering activities, saw-cutting activities, or any other activity that may result in the discharge of material to the storm drain. Filter materials shall be maintained and/or replaced as necessary to minimize short-cutting and to remove sediment deposits and buildup. Accumulated sediment/debris shall be disposed of properly.
7. Vacuum saw-cutting slurry and remove from site. Do not allow saw-cut slurry to enter the storm water conveyance system.
8. Create a contained and covered area on the site for the storage of cement bags, paints, flammables, oils, fertilizers, pesticides, or any other materials used on the project site that have the potential for being discharged to the storm drain system by wind, exposure to rainfall or in the event of a material spill.
9. Never clean machinery, tools, brushes, etc. or rinse containers into a street, gutter, storm drain or stream. See the *Building Maintenance and Remodeling* BMP flyer and ACCWP BMP brochures for more information. Contact the Public Works Department at 747-7930 for assistance with obtaining these documents.
10. Ensure that concrete/gunite supply trucks or concrete/plaster finishing operations do not discharge wash water into street gutters or drains. Concrete trucks shall have a self-

contained washout system or discharge to a dedicated, secure site washout in order to avoid the possibility of debris on city streets or discharge of wash water to the storm water conveyance system.

11. Minimize removal of natural vegetation or ground cover from the site in order to minimize the potential for erosion and sedimentation problems. Re-plant the area, and stabilize all cut and fill slopes as soon as possible after grading is completed. At a minimum, 4,000 pounds/acre of straw with tackifier should be placed on all exposed soils including those within active work areas and flat lots. **No site grading shall occur between October 1 and May 31 unless approved erosion and sedimentation control measures are in place.**
12. Provide erosion "prevention" and perimeter protection measures (soil stabilization) such as fiber rolls, silt fence, and/or sediment traps or basins. Ensure control measures are adequately maintained and in operable condition. Sediment controls, including inlet protection, are necessary but should be a secondary defense behind good erosion control and site perimeter measures.
13. Design site de-watering operations to prevent the discharge of any sediment, debris or other pollutants to the municipal storm water conveyance system.
14. Maintain and if necessary, repair, all erosion prevention and sediment control measures throughout the contract term. Replacement supplies should be kept on site. Site inspections shall be conducted before and after each storm event, and every 24 hours for extended storm events, to identify areas that contribute to erosion and sediment problems or any other pollutant discharges. If additional measures are needed, inform the City Engineer immediately and document all inspection findings and actions taken.
15. Conduct visual observations before, during, and after storm events. Any breach, malfunction, leakage, or spill observed that could result in the discharge of pollutants to surface waters that might not be visually detectable in stormwater shall trigger the collection of a sample of discharge. The following procedures shall be followed during sampling:
16. Contact the City of Alameda Public Works Department at 510-747-7930 in the event of any slope failure, sediment pond overflow, or any other malfunction resulting in sediment-laden runoff. The City shall, in turn, report such incidents to the Regional Water Quality Control Board.
17. Clearly mark with the words, "No Dumping! Drains to Bay" or the equivalent, using methods approved by the City of Alameda, onto the on-site storm drain inlets. All on-site storm drains must be inspected and, if necessary, cleaned, at least once a year immediately prior to the rainy season. Additional cleaning may be required by the City of Alameda
18. Require all concrete trucks used in the performance of the work to have a self-contained washout system, rather than do washout on the site. The idea is to avoid:
    An undesirable pile of concrete on the jobsite, and
    The possibility of debris on city streets.

The objective of these Standard Conditions is to ensure that the City's municipal storm water Permit, the National Pollutant Discharge Elimination System (NPDES) Permit provisions and additional Regional Water Quality Control Board requirements are adequately enforced.

These recommendations are intended to be used in conjunction with the State's Best Management Practices Municipal and Construction Handbooks, local program guidance materials from municipalities, Section 7.1.01, of the Standard Specifications and any other appropriate documents

on storm water quality controls for construction. If you need assistance in checking these documents, contact Clean Water Program Specialist at 510-747-7930.

Failure to comply with the above program will result in issuance of noncompliance notices, citations, project stop orders or fines. The fine for noncompliance of the above program is two hundred and fifty dollars ($250.00) per occurrence per day. The State under the Federal Clean Water Act can also impose a fine on the Contractor.

Full compensation for storm water pollution prevention shall be reflected in the unit price for Bid Item #1.

10 CONSTRUCTION WASTE MANAGEMENT

10-1 SUMMARY

Section specifies diversion of construction debris from landfill.

10-2 SYSTEM DESCRIPTION

Performance Requirements: Divert a minimum of 65% of construction and demolition waste from landfill and 95% of all concrete and asphalt. Provide containers at each construction site for the deposit of solid waste, recyclable materials, and organic materials by the employees or workers engaged in such construction.

10-3 QUALITY ASSURANCE

The Contractor shall comply with City's Municipal Code Section 13-10: Alameda Green Building Standards and Section 21-24: Waste Management Plans.

The Contractor shall obtain approval of the Waste Management Plan from the City Environmental Services Division before beginning on-site mobilization.

Attachment A contains a suggested list of facilities that accept construction and demolition (C&D) waste materials.

10-4 SITE MANAGEMENT PLAN

Not Used.

10-5 WASTE MANAGEMENT PLAN (WMP)

The Contractor shall submit, as part of the Initial Project Submittal Package (outlined in Section 18) and prior to construction begins, a waste management plan for review and approval demonstrating how the project will achieve the City of Alameda's diversion requirements for construction waste. Projects deemed noncompliant shall be subject to fines and penalties.

The waste management plan can be completed by creating an account and submitting a plan via http://alameda.wastetracking.com. The waste management plan shall include:

a. The estimated volume or weight of C&D debris, by materials type, to be generated;
b. The maximum volume or weight of such materials that can feasibly be diverted via reuse or recycling;
c. The vendor or facility that the C&D Applicant proposes to use to collect or receive that material; and
d. The estimated volume or weight of C&D materials that will be sent to a disposal site.

Once submitted, the City Environmental Services Division will review and approve if the conditions have been met and the waste management plan demonstrates how the project intends to achieve a 95% recycling rate for asphalt and concrete and 65% for all other construction and demolition debris.

11 INTEGRATED PEST MANAGEMENT POLICY

11-1 GENERAL

The Contractor shall follow the requirements of the City's Integrated Pest Management (IPM) Policy (Attachment B) to ensure the City complies with its Municipal Regional Stormwater NPDES Permit, Order No. R2-2009-0074, issued by the California Regional Water Quality Control Board. Contractor shall follow the City's IPM Policy and utilize generally accepted IPM Best Management Practices (BMPs) to the maximum extent practicable for the control or management of pests in and around City buildings and facilities, parks and golf courses, urban landscape areas, rights-of-way, and other City properties.

Contractor will ensure that applicators will use the most current IPM technologies available to ensure the long-term prevention or suppression of pest problems and to minimize negative impacts on the environment, non-target organisms, and human health. Contractor will consider the options or alternatives listed below in the following order, before recommending the use of or applying any pesticide on City property:

1. No controls (e.g., tolerating the pest infestation, use of resistant plant varieties or allowing normal life cycle of weeds)
2. Physical or mechanical controls (e.g., hand labor, mowing, exclusion)
3. Cultural controls (e.g., mulching, disking, alternative vegetation), good housekeeping (e.g. cleaning desk area)
4. Biological controls (e.g., natural enemies or predators)
5. Reduced-risk chemical controls (e.g., soaps or oils)
6. Other chemical controls

Contractor shall ensure that only appropriate licensed applicators who are authorized and trained in pesticide application and who shall implement the City department's IPM standard operating procedures may apply pesticides to or within City property.

11-2 RESTRICTED CHEMICALS

The term pesticide applies to herbicides, insecticides, fungicides, rodenticides and other substances used to control pests. Antimicrobial agents are not included in this definition of pesticides.

Contractor shall avoid the use of pesticides that threaten water quality, human health and the environment. Thus, the Contractor shall not use or promote the use of the following chemicals:

1. Acute Toxicity Category I chemicals as identified by the Environmental Protection Agency (EPA),
2. Organophosphate pesticides (e.g., those containing Diazinon, chlorpyrifos or malathion)
3. Pyrethroids (bifenthrin, cyfluthrin, beta-cyfluthrin, cypermethrin, deltamethrin, esfenvalerate, lambda-cyhalothrin, permethrin, and tralomethrin),
4. Carbamates (e.g., carbaryl),
5. Fipronil,
6. Copper-based pesticides unless:

a) Their use is judicious,
b) Other approaches and techniques have been considered, and;
c) Threat of impact to water-quality is prevented.

11-3 GENERAL PESTICIDE USAGE PRACTICES

Contractor shall ensure implementation of the following practices:

1. All pesticide applications shall be performed according to the manufacturer's instructions as detailed on the product label, and in accordance with all applicable state and local laws and regulations set forth to protect the environment, the public, and the applicator; and properly dispose of unused pesticides and their containers.

2. Pesticides that are not approved for aquatic use will not be applied to areas immediately adjacent to water bodies where through drift, drainage, or erosion, there is a reasonable possibility of a pesticide being transported into surface water.

3. Applicators will always avoid applications of pesticides that directly contact water, unless the pesticide is registered under Federal and California law for aquatic use.

4. Obtain coverage under the Statewide General NPDES Permit prior to discharging pollutants from the use of aquatic pesticides directly to the waters of the United States, or onto aquatic plants growing in waters of the United States (as required by the State Water Quality Resources Control Board).

11-4 POSTING OF WARNING NOTICES PRIOR TO PESTICIDE APPLICATION

If a pesticide with a "Warning" or "Danger" label indicator must be applied, the Contractor shall post sufficient copies of warning notices (Notice of Scheduled Chemical Application for Pest Management) and MSDS to effectively alert the public (i.e., at all entrances to a building) no less than 48 hours in advance of the pesticide application. The warning notice must be completely filled out, including name of the pesticide (both chemical and brand name), time and date of application, and with a fully legible re-entry time.

11-5 ANNUAL PESTICIDE USE SUMMARY REPORT

Contractor shall track pesticide use on City properties and provide an annual pesticide use summary report of pesticide application on City properties. The annual pesticide use summary report shall be submitted to the City's Public Works Department Clean Water Program staff by a date to be determined in the scope of work and shall include the following information:

1. Product name and manufacturer
2. Active ingredient
3. The total quantity of each pesticide used during the prior fiscal year (from July 1 to June 30)
4. Target pest(s) for pesticide application(s).
5. Reasons for increases in use of pesticides that threaten water quality, specifically organophosphorous pesticides, pyrethroids, carbamatesl, fipronil, and copper-based pesticides.

11-6 BEST MANAGEMENT PRACTICES (BMPS)

To protect water quality, the Contractor shall implement the BMPs and control measures described below:

1. Follow all federal, state, and local laws and regulations governing the use, storage, and disposal of pesticides and training of pest control advisors and applicators.
2. Use the most effective, least toxic pesticides that will do the job, provided there is a choice. The agency will take into consideration the LD50, overall risk to the applicator, and impact to the environment (chronic and acute effects).
3. Apply pesticides at the appropriate time to maximize their effectiveness and minimize the likelihood of discharging pesticides in stormwater runoff. Avoid application of pesticides if rain is expected (this does not apply to the use of pre- emergent herbicide applications when required by the label for optimal results.)
4. Employ techniques to minimize off-target application (i.e. spray drift) of pesticides, including consideration of alternative application techniques. For example, when spraying is required, increase drop size, lower application pressure, use surfactants and adjuvants, use wick application, etc.
5. Apply pesticides only when wind speeds are low.
6. Mix and apply only as much material as is necessary for treatment. Calibrate application equipment prior to and during use to ensure desired application rate.
7. Do not mix or load pesticides in application equipment adjacent to a storm drain inlet, culvert, or watercourse.
8. Properly inspect applicator equipment to prevent accidental pesticide leaks, spills and hazards to applicators and the environment.
9. Meet local fire department and Alameda County Agricultural Commissioner storage requirements for pesticide products. Provide secondary containment for liquids if required.
10. Prepare spill kits, store the kits near pesticides, and train employees to use them.
11. Store pesticides and other chemicals indoors in a locked and posted storage unit, as per California Code of Regulations.
12. Store pesticides in labeled containers, as per California Code of Regulations.
13. Rinse empty pesticide/herbicide containers, and empty in the spray, as per California Code of Regulations.
14. Dispose of triple-rinsed empty pesticide containers according to recommendations of the Alameda County Agricultural Commissioner and the manufacturer.
15. Try to find a qualified user for any unwanted pesticides, or return to the manufacturer if unopened. If disposal is required, contact Alameda County's Household Hazard Waste Collection Program at (510) 670-6460 between 8:30 am and 5:00 pm., Monday through Friday, to make appropriate disposal arrangements, or to recycle the material.
16. If changing pesticides or cleaning spray tanks, use tank rinse water as the product, over a targeted area within the application site.
17. Irrigate slowly to prevent runoff, and do not over-water.

12 LINES AND GRADES

(See also General Requirements Section 3-5.)

Not Used

13 CONCURRENT ACTIVITIES

The City reserves the right to perform Work related to the Project with its own or contract forces, and to award separate contracts in connection with other portions of the Project or other Work on the site under these or similar conditions of the Contract. If the Contractor claims that delay or additional cost is involved because of such action by the City, the Contractor shall make such claim as provided elsewhere in the Contract Documents.

14 SIGNS AND NOTICES

14-1 GENERAL

Contractor shall post and maintain all notices, signs, and other safeguards required by law or ordinance. No other signs or advertisements shall be installed on the premises except as authorized by the Engineer.

14-2 NO PARKING SIGNS

All "No Parking" signs shall be provided by the City of Alameda at cost of sign to the Contractor. Contractor shall be responsible for posting "No Parking-Tow Away" signs seventy-two (72) hours prior to commencement of construction. For any work scheduled on a Monday, "No Parking" signs must be placed by the end of the day the prior Thursday. Contractor must use City provided "No Parking" signs. No Parking signs must show the day, date, and times of restricted parking, e.g. Monday, 6/20, 7:00 AM-5:00 PM.

Signs shall be secured on barricades and placed at intervals no greater than 250'. The Contractor shall remove signs and barricades at the end of each day they expire.

Signs shall be posted only when work is being performed by the Contractor at the posted locations. No Parking signs shall display a date range no longer than 2 weeks at any given time. A revision in date range requires re-posting.

Contractor shall maintain all "No Parking" signs throughout the entire duration of work.

14-3 PUBLIC NOTIFICATION

14-3.1 General

The Contractor shall be required to notify and cooperate with the public, local businesses, transit companies, local law enforcement agencies, local fire districts, local utilities providers, refuse collectors, schools, and any other persons or agencies which may be affected by this project at least two (2) weeks prior to construction. Other notifications may be required during project construction as outlined below.

Notifications shall be provided by the Contractor relating to, but not limited to, the following items:

- General information
- Traffic delays and alternate routes
- Street Closures
- Tree removals and/or trimming
- Driveway closures
- Water service interruptions
- Temporary relocation of bus stops
- Adjustment of utilities
- Waste pick up

14-3.2 Notifications to Residents

Before Contractor begins any stage of work, all residents and any business that is accessed by roadways within the project limits and all properties within 500 feet of the work shall be notified in writing, at least fourteen (14) days in advance. This notification will provide general information about the current stage of the project, approximate range of dates on when construction for that phase will take place, time of work, Contractor's name and phone number and any other

pertinent information for residents (see attached example). The Contractor shall provide the Engineer a copy of the proposed written notification for review seventy-two (72) hours prior to delivery.

The Contractor shall deliver notifications as described above for each stage of construction.

Contractor shall provide written notification to residents directly impacted by work occurring adjacent to their property seven (7) days in advance of said work. Contractor shall coordinate with residents in providing access during and after working hours.

The Contractor is responsible for delivering City approved door hangers prior to grinding and paving operations. Door hangers will require dates, times and other pertinent information regarding the project to be filled in by the Contractor and as directed by the Engineer. The Contractor is responsible for providing a phone number on the notice that can be reached after hours and on weekends by residents and businesses to answer their concerns.

Door hanger notifications to affected residents and businesses for this project will be delivered a minimum of 72-hours prior to paving operations.

The Contractor shall maintain an updated and chronological record at the job site of all written notifications along with a list of recipients. Such records shall be made available upon request of the Engineer.

If paving operations are postponed or cancelled with no work in the proposed area for more than seven (7) calendar days, the Contractor shall re-notify the affected residents and businesses with the City approved door hanger a minimum of two (2) working days prior to the start of the work.

Failure to comply with the notification requirement will result in a Stop Work order. The Contractor shall maintain an updated and chronological record at the job site of all written notifications along with a list of recipients. Such records shall be made available upon request of the Engineer.

No work shall take place prior to the required notification, re-notification, or coordination work with affected parties.

In order to minimize disturbances to residents and public the Contractor shall:

1. Sequence the utility and street reconstruction such that detours can be provided to all businesses affected by the project. Road closure and traffic control signage shall include wayfinding signs to parking and access points to affected businesses during business hours.
2. Preserve and protect the existing active utility systems during construction until all utility services are cut-over to the new utilities.
3. Pothole existing utilities in areas of new utility installation 14 days in advance of work in that area. Provide results to City to confirm which utilities are abandoned or active.
4. Schedule utility service cut-overs with City to ensure proper modifications are provided to the affected businesses. Complete utility service cut-overs in a way such that service disruptions are minimized.
5. For trenching in areas under traffic control, backfill and resurface failed area locations the same working day as the start of break out.
6. Resurface planed AC areas within three (3) working days from the day the areas were planned. The streets shall be swept, repeatedly if necessary, to minimize loose material.

14-4 UTILITY/PUBLIC SERVICE NOTIFICATION

The Contractor shall provide seven (7) calendar days advance notice of construction work (including activity schedules) to the Alameda Police Department, Alameda Fire Department, to the U.S. Postal Service offices, AC Transit Bus Service and others as required by the Contract Documents. Emergency access in the project area shall be maintained at all times. A copy of such notice shall be submitted to the City's Engineering Division.

Prior to any paving work or other work requiring the adjustment of utility facilities, it shall be the Contractor's responsibility to notify utility providers a minimum of seven (7) calendar days in advance of work. A copy of the notification must be sent to the Engineer at the same time.

14-5 NOT USED

15 LICENSE, FEES, AND PERMITS

(See also General Requirements, Section 7-4, 7-5.)

15-1 PERMITS

The City obtained the following permits for this project. All terms and conditions of the listed permits must be followed for the duration of the Work.

a) San Francisco Bay Conservation and Development Commission (Attachment C)
b) Draft East Bay Regional Park District (Attachment D)

15-2 CITY BUSINESS LICENSE

Contractor (and all Subcontractors) must obtain and pay for a City of Alameda business license to perform work in the City of Alameda. A copy of the business license shall be submitted to Engineer/Project Manager for verification.

15-3 INSPECTIONS

Contractor shall arrange for and be present at all inspections.

16 DUST CONTROL

16-1 GENERAL

To prevent surface and air movement of dust from disturbed soil surfaces that may cause off-site damage, health hazards, and traffic safety problems. In addition to the provisions below, Contractor must comply with provisions in the Site Management Plan.

16-2 CONDITIONS WHERE PRACTICE APPLIES

On construction roads, access points, and other disturbed areas subject to surface dust movement and dust blowing where off-site damage may occur if dust is not controlled.

16-3 DESIGN CRITERIA

Construction operations should be scheduled to minimize the amount of area disturbed at one time. Buffer areas of vegetation should be left where practical. Temporary or permanent stabilization measures shall be installed. No specific design criteria are given; see construction specifications below for common methods of dust control. Water quality must be considered when materials are selected for dust control.

16-4 CONSTRUCTION SPECIFICATION

16-4.1 Non-Driving Areas

These areas use products and materials applied or placed on soil surfaces to prevent airborne migration of soil particles.

1. Vegetative Cover – For disturbed areas not subject to traffic, vegetation provides the most practical method of dust control.
2. Mulch (including gravel mulch) – Mulch offers a fast, effective means of controlling dust. This can also include rolled erosion control blankets.
3. Spray Adhesives - These are products generally composed of polymers in a liquid or solid form that are mixed with water to form an emulsion that is sprayed on the soil surface with typical hydro seeding equipment. The mixing ratios and application rates will be in accordance with the manufacturer's recommendations for the specific soils on the site. In no case should the application of these adhesives be made on wet soils or if there is a probability of precipitation within 48 hours of its proposed use.

16-4.2 Driving Area

These areas utilize water, polymer emulsions, and barriers to prevent dust movement from the traffic surface into the air.

1. Sprinkling – The site may be sprayed with water until the surface is wet. This is especially effective on haul roads and access routes.
2. Polymer Additives – These polymers are mixed with water and applied to the driving surface by a water truck with gravity feed drip bar, spray bar or automated distributor truck. The mixing ratios and application rates will be in accordance with the manufacturer's recommendations. The prepared surface shall be moist and no application of the polymer will be made if there is a probability of precipitation within 48 hours of its proposed use.
3. Barriers – Woven geotextiles can be placed on the driving surface to effectively reduce dust throw and particle migration on haul roads. Stone can also be used for construction roads for effective dust control.

4. Windbreak – A silt fence or similar barrier can control air currents at intervals equal to ten times the barrier height. Preserve existing wind barrier vegetation as much as practical.

16-5 MAINTENANCE

Maintain dust control measures through dry weather periods until all disturbed areas are stabilized.

17 TEMPORARY FACILITIES

17-1 SCOPE

The General Contractor shall be responsible to provide all temporary job site facilities, and services as required for use including, but not limited to, the articles listed below. The Contractor shall superintend and coordinate temporary facilities and signage normally furnished and maintained as part of Contractor's work. Remove all temporary facilities upon completion of project.

17-2 SANITARY FACILITIES

Provide and maintain sanitary facilities for employees and subcontractor's employees that comply with the regulations of the local and State Departments of Health.

17-3 UTILITIES

17-3.1 Water

Provide temporary water services including connections and maintenance. Pay all costs of temporary and permanent drinking and other water services during construction period.

17-3.2 Electricity

Arrange for electrical power use during the construction period until substantial completion and pay all costs. Make and maintain all connections, furnish wiring, conduit, lamps, and related equipment necessary to complete the work.

17-4 NOT USED

18 SUBMITTALS

18-1 INITIAL PROJECT SUBMITTAL PACKAGE

The Contractor shall submit the Initial Project Submittal Package to the City for review prior to the pre-construction meeting. The Initial Project Submittal Package shall address the entire project, and shall include, but is not limited to, the Pedestrian and Traffic Control Plan, waste management plan, project schedule and emergency contact list. Contractor shall not commence work in the field until Engineer or their designee has approved the Initial Project Submittal Package and relevant material submittals.

18-2 THREE WEEK LOOK AHEAD SCHEDULE

The Contractor shall submit a three week look-ahead work schedule every Monday and upon the issuance of any change order that alters the contract's schedule. Engineer shall have ten (10) working days to respond to the updated work schedule, and Contractor shall abide by most recently approved schedule until a new one has been approved in writing by the Engineer.

18-3 TRAFFIC CONTROL PLANS

The Contractor shall submit additions to the Pedestrian and Traffic Control Plan ten (10) working days in advance of any work that was not covered by the Pedestrian and Traffic Control Plan submitted in the Initial Project Submittal Package.

18-4 MATERIAL SUBMITTALS

The Contractor shall provide all material submittals to the Engineer or their designee in an electronic format through email for review. The Engineer or their designee will review all materials submittals and either approve or return for revisions within five (5) working days, unless he notifies the Contractor of concerns that require additional time to resolve.

18-5 SHOP DRAWINGS

Shop and erection drawing submittals, where required, shall be furnished to the Engineer through the web-based project document platform as specified in each material specification section of the project specifications. The Engineer will review all shop drawing submittals and either approves or returns for revisions within five (5) working days, unless he notifies the Contractor of concerns that require additional time to resolve.

18-6 CLOSEOUT SUBMITTALS

See Special Provisions Section 7-3.

18-7 RECORD DOCUMENTS

See Special Provisions Section 21

19 ASSIGNMENT

19-1 GENERAL

The City and the Contractor each binds themselves, their partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the previous written consent of the City.

A consolidation or merger of Contractor or a change in ownership of twenty-five percent (25%) or more of Contractor's capital stock shall constitute an assignment by Contractor requiring the written consent of City.

20 UTILITIES

20-1 GENERAL

Nothing in these specifications must be deemed to require the City to indicate the presence of existing service laterals or appurtenances when the presence of such utilities on the project site can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the Site. Where underground mains distribution conduits such as water, gas, sewer, electric power, telephone, or cable television are shown on the plans, the contractor shall assume that every property parcel will be served by a service connection for each type of utility. The Contractor shall adhere to all rules, regulations, and laws outlined in the Underground Service Alert (USA) North manual.

20-2 LOCATION

Unless specified otherwise as previously potholed, elevations shown on the plans for existing utilities are based on a search of record information available during design only and are solely for your convenience. The City does not guarantee the accuracy of the elevations or locations.

The City does not warrant the accuracy or completeness of the location and type of existing utilities and substructures shown on the plans. The Contractor is responsible to accurately locate, by potholing or other suitable methods, all existing utilities such as service connections and substructures as shown on the plans and marked out by Underground Service Alert (USA), to prevent damage to such facilities and to identify any conflicts with the proposed work.

The Contractor must fill all potholes on the same day of excavation, and, if no trenching is performed within 10 working days, fully restore all potholes and any damaged surrounding areas to their original condition unless otherwise allowed by the Engineer.

The Contractor must notify the Engineer, in writing, of any conflicts between existing utilities and the proposed work in advance of the work to provide adequate time, and space for any changes to the work needed to avoid conflicts. The Contractor must perform utility location far enough in advance of the Work to provide the written notification.

The Contractor’s written notification must include; date of utility location, method of utility location, type, size, and material of utility, horizontal location (to the nearest Station), depth for existing pavement or ground surface to top and bottom of utility, suspected ownership of utility, and the date on which any conflict with the utility will impact the project.

Contractor shall coordinate with utility owners on horizontal, vertical, and depth of cover of all utilities. The Contractor shall notify the city immediately if:

1’ vertical or horizontal separation as measured from outside pipe wall to outside pipe wall between underground facilities cannot be maintained.

3’ or more cover over top of underground facilities cannot be maintained.

20-3 PROTECTION

The Contractor shall not interrupt the service function or disturb the support of any utility without the authority from the utility owner. Valves, switches, vaults, and meters shall be maintained readily accessible for emergency shutoff. The Contractor shall immediately notify the Engineer and the utility owner if any utility is disturbed or damaged.

20-4 RELOCATION

When the construction requires that the Contractor alter, relocate, or reconstruct a utility, temporary or permanent relocation or alteration of indicated utilities will be the Contractor's responsibility for which the Contractor must make all arrangements.

21 PROJECT RECORD DOCUMENTS

Project records documents are the Engineer's or their designee's construction documents for the project that have been modified by the Design Engineer, project manager or Contractor to show the actual conditions of in-place construction installed by the Contractor as accurately as possible. They include but are not limited to:

- Drawings marked where required to show changes in dimension or configuration between the original design and final construction;
- Specifications marked to indicate changes of materials, products, or methods of installation;
- Modifications to drawings or specifications issued during the course of construction (including addenda, change orders, or clarifications issued by the Design Professional or their consultants);
- Approved shop drawings and product data; and
- Field test records and reports.

The Contractor shall prepare record documents as the work progresses. Do not conceal in-place construction until field verifications are made for record purposes.

Locate internal utilities and concealed in the construction, referenced to visible and accessible features of the structure. Note field changes of dimension and detail, and changes made by change order. Sketch details not on the original drawings.

For Specifications and Addenda, legibly mark each section to record the manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed. Note changes made by Change Order.

Submit an electronic copy (i.e.; PDF format) and not less than two full sized hard copy sets of project record documents, and marked up plans to the City at the end of the Work, before final payment is made.

22 LIMITATION OF DESIGN PROFESSIONAL'S RESPONSIBILITY

The Architect/Engineer will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and he will not be responsible for the Contractor's failure to carry out the work in accordance with the contract documents. The Architect/Engineer will not be responsible for or have control or charge over the acts or omissions of the Contractor, subcontractors, or any of their agents or employees, or any other persons performing any of the work.

TECHNICAL SPECIFICATIONS

CITY OF ALAMEDA
ALAMEDA COUNTY, CALIFORNIA

TECHNICAL PROVISIONS
FOR THE
CONSTRUCTION OF

CITY OF ALAMEDA
SHELLGATE AND WILLOW OUTFALLS

PROJECT NO. PW 04-25-15

November 2025

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SECTION 02200

EXCAVATION AND BACKFILL

PART 1 - GENERAL

1.01 DESCRIPTION

A. SCOPE OF WORK

The Contractor shall perform all operations necessary to excavate whatever substance encountered, including earth, sand, gravel, rock, buried structures, pipes or debris, to the depth shown on the plans and required for the installation, to remove unsuitable material and replace with suitable material for bedding and backfill, and to restore the ground surface or pavement to conditions satisfactory to the Engineer.

1.02 DEFINITIONS

A. PIPE BEDDING

Pipe bedding shall be composed of that portion of the backfill material placed in the bottom of the trench for the pipe barrel to rest on.

B. PIPE ZONE BACKFILL

Pipe zone backfill shall comprise that portion of the backfill surrounding the installed pipe, extending after compaction from the foundation to a level twelve (12) inches above the top of the pipe.

C. INTERMEDIATE BACKFILL

Intermediate backfill shall comprise the portion of the backfill from twelve (12) inches above the top of the pipe to the surface.

D. SOUND EARTH

Sound earth shall mean most native soils, with the exception of highly organic spongy soils and fat, highly plastic expansive clays.

E. SOUND GRANULAR SOIL

Sand with a maximum particle size of 3-inch, or gravel with a minimum grain size of 3-inch, or pea gravel, or crushed rock mixed with sand shall comprise sound granular soil.

F. RELATIVE COMPACTION

Relative compaction shall be taken to mean field density values expressed as a percentage of the laboratory standard maximum density, as determined by the methods of ASTM D-1557-91 and D-1556-90 or ASTM D-2292-91 and D-3017-88 (Nuclear Method).

1.03 QUALITY ASSURANCE

The City Inspector who will conduct visual inspections to determine compliance with soil requirements as described herein above.

1.04 SUBMITTALS

A. The Contractor shall submit to the Engineer copies of his/her proposed methods of sheeting, shoring and bracing as approved by the Division of Industrial Safety, per these specifications.

B. The Contractor shall submit to the Engineer samples of all materials proposed for use as pipe bedding and backfill. When requested by the Engineer, the Contractor shall submit a sieve analysis of the materials proposed to be used at no cost to the City.

1.05 BRACING AND SHEATHING

A. The Contractor shall do and be solely responsible for all bracing, sheathing and shoring necessary to perform and protect all excavations as required for reasons of safety and to conform to governing laws. Where required by the Division of Industrial Safety, shoring shall be designed by a registered Civil Engineer. Excavations shall be supported so that the ground alongside the excavations will not slide, and all existing improvements, either on public or private property, will be fully protected from damage. Additional supports requested by the Engineer shall in no way relieve the Contractor of his/her responsibility for the sufficiency of his/her precautions.

B. All shoring, bracing and sheathing above the top of the pipe shall be removed from the trench or excavation. Sheathing which has been driven below the invert of the pipe must not be removed. Under wet soil conditions, sheathing shall be left in the trench up to the top of the pipe.

C. The cost of such bracing, shoring and sheathing shall be included in the price for shoring and no additional allowance will be made therefor.

1.06 CONTROL OF WATER

A. The Contractor shall remove all water which may accumulate in the excavation during the progress of the work by pumping or other suitable methods so that all work can be done in the dry. Trenches and other excavations shall be kept free of water while the pipe or structures are being installed, while concrete is setting, and until backfill has progressed to a sufficient height to anchor the work against possible flotation or leakage. Water shall be disposed of in such a manner as to cause no injury to public or private property or be a menace to the public health.

B. Where water is encountered, the trench excavation shall be carried twelve (12) inches below the pipe invert in which case the pipe bedding material shall be one and one half inch (1½") crushed rock.

C. The cost of such removal of water and additional excavation and pipe bedding material shall be included in the various bid items for pipeline construction and no additional allowance will be made therefor.

1.07 REMOVAL OF UNSTABLE MATERIAL

A. Where unstable soil is encountered or where the bearing capacity is unsatisfactory to the Engineer, the soil shall be removed to a depth of twelve (12) inches below the pipe barrel and replaced with one and one half inch (1½") crushed rock.

B. The Contractor shall not be relieved thereby of his/her responsibility otherwise to employ procedures necessary to keep the trench bottom in a workable condition and provide a firm and adequate bedding for the pipe.

C. The cost of trench stabilization shall be included in the various bid items for pipeline construction and no additional payment will be allowed.

1.08 TRENCH PLATES

Trench plates shall be used for temporary cover of trenches and other excavations. When the backfilling of trenches and excavations cannot be completed in the same day within a paved street section or within the concrete curb and gutter and sidewalk area, or beach area, trench plates shall be required and the following conditions shall apply:

1. The plates shall be of steel construction capable of supporting H20 loading

2. The plates shall have a skid resistant surface.

3. The plates must extend beyond the edge of the trench wall to adequately support the traffic loads on it. In no case shall the plates extend less than twelve (12) inches beyond the trench wall.

4. Each plate must be fully supported around the perimeter to prevent wobbling or rocking.

5. The plates shall be secured to prevent any movement.

6. Trenches and excavations shall be adequately shored and braced to withstand highway traffic loads.

7. Temporary paving or cold-mix asphalt concrete (cutback) shall be placed and continuously maintained around all outside edges of the trench plates until removal of the plates.

1.09 PAYMENT

The cost of excavation, removal of unstable material, excavation of rock, backfilling, dewatering, compacting, imported material, backfill and compaction shall be included in the various bid items and no additional allowance will be made therefor.

PART 2 - PRODUCTS

2.01 MATERIALS

A. GENERAL

The Contractor shall provide and install all materials as shown on the drawings and/or as specified herein.

B. CRUSHED ROCK

1. Crushed rock shall be hard, sound and durable and shall not slake or disintegrate in water.

2. One and one half inch (1½") crushed rock shall be uniformly graded with one hundred percent (100%) passing a one and one half inch (1½") sieve and not more than five percent (5%) passing a 3/8" sieve.

3. Three-quarter inch (3/4") crushed rock shall be uniformly graded with one hundred percent (100%) passing a three-quarter inch (3/4") sieve and not more than five percent (5%) passing a ¼" sieve.

C. CLASS 2 AGGREGATE BASE

Class 2 aggregate base shall be free from organic matter and other deleterious substances and shall be of such nature that it can be compacted readily with water and rolling to form a firm stable base. All class 2 aggregate base shall be virgin material with a sand equivalent of 25 and shall have the following gradation:

Sieve Size	Percentage passing
1”	100%
¾”	87-100
No. 4	30-65
No 30	5-35
No. 200	0-12

D. LIGHTWEIGHT FILL AND LIGHTWEIGHT BASE ROCK

Lightweight fill and lightweight base rock shall be products by Clearlake Lava, Inc. of Clearlake Oaks, California, or equal.

E. BEACH SAND

Top two feet of areas within beach shall be backfilled with beach sand.

F. WATER

Water used for dust control and moisture conditions for compaction shall be reasonably free of objectionable quantities of silt, oil, organic matter, alkali, salts and other impurities as determined by the Engineer. Bay water or water from drainage ditches on the project site shall not be used.

PART 3 - EXECUTION

3.01 EXCAVATION

A. The excavation shall be made to enable the pipe to be laid to the grades and alignment shown on the plans. Excavated materials not required for fill or backfill shall be removed from the site of the work.

B. Trenches shall be excavated either by hand or by machine beginning at the outlet structure and proceeding upgrade, except as may otherwise be permitted by the Engineer. Hand excavation or tunneling will be required when use of a machine will cause unnecessary destruction of trees, shrubs, lawns and existing structures above or below ground, or work area does not have machine access.

C. The narrowest practicable trench width which will allow proper densification of pipe zone backfill materials shall be maintained with vertical sidewalls from the foundation to at

least the top of the pipe. Trench width at the top of the pipe shall not exceed the maximum trench width shown in the City Standard Details and Specifications. Where general conditions make this impractical, means must be provided, with the approval of the Engineer, for adequately supporting the increased load on the pipe which such widening will cause.

D. Where sheathing is required, the width of trench shall be increased sufficiently to accommodate the sheathing and timbers.

E. Excavation for inlets and other structures shall have twelve (12) inch minimum and twenty four (24) inch maximum clearance on all sides. Bell holes shall be excavated accurately to size by hand.

F. Excavation shall not be carried below the required level. Excess excavation below the required level shall be backfilled at the Contractor's expense with gravel, crushed rock or concrete, as directed by the Engineer, and thoroughly tamped.

G. In rock, excavation shall be carried six (6) inches below the bottom of the pipe and replaced with an approved material thoroughly tamped to provide a uniform support for the pipe. Permits for blasting shall be secured by the Contractor from the proper authorities. The cost of drilling and blasting shall be included in the unit bid price for lineal foot of pipeline and no additional allowance will be made therefor.

H. The bottom of all trenches shall be excavated accurately to the required grade with a firm bed to fit the barrel of the pipe. Minor adjustments in elevation required to produce the required invert slope shall be made by adequately bedding the pipe with sound granular pipe bedding materials, as hereinbefore defined, thoroughly compacted along the length of the pipe, underneath, and on both sides. It is essential that a uniform solid bearing be provided under the entire section of pipe.

3.03 BACKFILL

A. GENERAL

1. After the pipelines and their appurtenances have been properly constructed and inspected and after joints, plaster and concrete have set sufficiently to prevent damage, backfilling shall be done with approved material free from large clods or stones. Unless otherwise specified all backfill shall be compacted to 90 percent relative compaction per ASTM 1557.

B. PIPE ZONE BACKFILL

1. Backfill materials shall be so placed that the pipe will not be displaced, excessively deflected, or damaged. Materials placed as pipe zone backfill shall be free of stones or lumps exceeding one (1) inch in greatest dimension and shall be so placed as to prevent the formation of voids.

2. Pipe zone backfill preparation shall be placed and compacted determined on the basis of local native soil conditions and such that vertical ring deflection of flexible pipe will be limited to five percent (5%) of the nominal pipe diameter.

3. In general, pipe zone backfill shall be placed immediately after laying the pipe, provided the pipe is true to line and grade.

C. INTERMEDIATE BACKFILL

1. The backfill shall be blended sufficiently to secure the best practicable degree of compaction and stability.

2. Compaction may be performed by mechanical or hand tamping methods or by hydraulic methods as is necessary to achieve the required relative compaction.

3. Care shall be taken during compaction to prevent displacement of the pipe due to floating or shifting and to prevent hydrostatic or impact damage to the pipe and foundation. Heavy mechanical tamping or rolling equipment directly over the top of the pipe, such as might result in excessive reduction of the vertical diameter of the installed pipe, shall be avoided.

4. Intermediate backfill above the pipe zone backfill shall not be placed until conformance with specified relative compaction of pipe zone backfill material has been confirmed.

3.04 PRECAUTION AGAINST FLOTATION

The Contractor shall take every precaution against the flotation of the pipe due to water entering the trench or while pouring concrete encasement. In case of flotation, the Contractor shall replace the pipeline or portions thereof at his/her own expense and make good any injury or damage that may have resulted.

3.05 BACKFILL DEFECTS

Within one (1) year after acceptance of the project, the Contractor shall promptly refill and repair all trenches which settle or otherwise show defects. All shrubs, trees, lawns, patios, structures and other property disturbed during the course of the work shall be restored to their original condition to the satisfaction of the Engineer.

END OF SECTION

SECTION 02500

RESTORATION OF IMPROVEMENTS

PART 1 - GENERAL

1.01 DESCRIPTION

A. SCOPE OF WORK

Work included in this section shall consist of furnishing all labor, material, equipment, tools and services required for the performance of paving and surfacing operations, including repair of curbs, gutters, sidewalks, landscaping, irrigation lines, control wires, etc., as specified herein and/or as shown on the Drawings, or as necessary to complete the project. Any concrete curbs, gutters or sidewalks damaged by the work shall be repaired or replaced in kind.

1.02 SPECIFICATIONS AND DETAILS

A. All improvements damaged by the work shall be restored in accordance with the City of Alameda Standard Specifications.

B. See City of Alameda Standard Drawings of curb, gutter, sidewalk and driveway repair.

1.03 SUBMITTALS

The Contractor shall submit to the Engineer data describing the proposed surface restoration materials including the following:

1. Certificate of compliance and mix design for asphalt concrete
2. Concrete mix design
3. Specifications for the curing compound

1.04 PAYMENT

A Restoration of all surfaces and surface improvements damaged as a part of the work, including asphalt pavement, paths, sidewalks, curbs, gutters, landscaping, etc., shall be included in the unit bid price for pipeline and or structure construction and no additional allowance will be made therefor.

B The Contractor shall be responsible for any off-site improvements damaged as a result of the Contractor's operation or by the travel of trucks on roads to and from the work area. Any such off-site damage shall be replaced at the Contractor's expense.

PART 2 - PRODUCTS

2.01 GENERAL

A. Materials for paving and surfacing shall conform to the applicable provisions of the City of Alameda Standards. Pavement restoration for public roads or pathways shall conform to the requirements of the agency having jurisdiction over the roadway right-of-way.

2.02 PAVING AND SURFACING MATERIALS

A. AGGREGATE BASE

Aggregate base shall be Class 2, conforming to Section 26 of the State Standard Specifications. Minimum relative compaction shall be 95%. If pavement having a structural section greater than 15" is cut, additional base material may be required by the Engineer. Base shall be placed and compacted prior to placing of temporary paving.

B. ASPHALT CONCRETE

1. Asphalt concrete shall be Type A, ½" maximum aggregate with medium gradation, and shall conform to applicable requirements of Section 39 of the Standard Specifications. Paving asphalt of the Viscosity Grade AR 4000 shall be used unless otherwise permitted by the Engineer.

C. PORTLAND CEMENT CONCRETE PAVEMENT RESTORATION

Portland cement concrete (PCC) for pavement restoration shall be six (6) sack mix.

2.03 CONCRETE

Concrete for replacement of curbs, gutters, sidewalks, etc. shall be minimum six (6) sack mix.

Concrete shall be cured by the Curing Compound Method using non-pigmented curing compound conforming to the ASTM Designation: C309, Type 1, Class B.

For new concrete installation adjacent to existing, add 1.5 lbs, Davis Black #8084 per cubic yard of concrete to the concrete mix, in accordance to the City of Alameda Standard Specifications.

The Contractor shall take necessary measures to protect the work in accordance with Section 7-1.16, “Contractor’s Responsibility for Work and Materials,” of the State Standard Specifications. After concrete is poured, the concrete shall be protected from vandalism.

2.04 TRAFFIC STRIPES AND PAVEMENT MARKINGS

Traffic stripes and pavement markings removal and replacement shall conform to the City of Alameda requirements.

PART 3 - EXECUTION

3.01 TEMPORARY TRENCH RESTORATION

Only hot mix asphalt or trench plates meeting Caltrans Sections 39 and 92 shall be used. Temporary asphalt thickness shall be at least as thick as the existing section, but not less than 2 inches.

3.02 PLACEMENT OF ASPHALT CONCRETE

A. DELIVERY AND SPREADING

Bituminous mixtures shall be delivered to the roadbed at temperatures specified in Section 39 of the State Standard Specifications. Spreading of the mixture shall be in accordance with Section 39 of the State Standard Specifications. All loads shall be covered with tarpaulin or other material during transportation.

B. COMPACTION

Initial or breakdown rolling and the final rolling of the uppermost layer of the asphalt concrete shall be compacted in accordance with Section 39 of the State Standard Specifications. Compaction by vehicular traffic shall not be permitted.

C. PAVEMENT THICKNESS

Pavement shall match the existing adjoining pavement in thickness, or as indicated on the Drawings, or as specified, whichever is greater.

D. JOINING PAVEMENT

The joints between old and new pavements or between successive days' work shall be carefully made in such manner as to insure a continuous bond between old and new sections of the course. Edges of existing pavement shall be exposed and cleaned and edges cut to straight, vertical surfaces. All joints shall be painted with a uniform coat of tack coat before the fresh mixture is placed.

E. PAVEMENT CUTTING

Trenches and other excavations in asphalt paved areas shall be cut by means of a sawcutting to the full depth of the pavement. Pavement cuts shall be laid out by a chalk line and care shall be taken to ensure neat, straight edges.

After the Engineer has approved a section of trench for final paving, the Contractor shall strip out all temporary pavement and sawcut to the full depth of the new pavement section as specified in the City’s standard trench restoration specifications. Spalled or cracked sections of pavement beyond the excavation limits which, in the opinion of the Engineer, show signs of having separated from the adjoining pavement or are moveable, shall be removed and replaced with new pavement. Broken edges of pavement shall be trimmed along lines parallel to the trench edges. Exposed subgrade materials shall be compacted to the same standards as the adjoining trench backfill.

F. CONFORMANCE TO EXISTING IMPROVEMENTS

Asphalt concrete overlays shall be tapered to conform to existing paving, gutters, catch basins, etc. as directed by the Engineer.

3.03 RESTORING OTHER AREAS

A. Other surfaced areas other than pavement shall be restored by replacement of identical surface and base when practicable. In no case shall the thickness and method of placement of curbs, sidewalks, etc., be less than that specified in the City Specifications and Details.

B. All concrete curbs, gutters, aprons, driveways, and sidewalks which are broken, crushed or damaged by the installation of the improvements shall be reconstructed by Contractor, of the same kind of material and of the same dimensions as the original work, with the minimum requirement that concrete shall be Class A (6-sack), and the minimum thickness for concrete slabs, etc., shall be four (4) inches. The repairs shall be made by removing or replacing the entire portions between joints or score lines by removing the damage portions by concrete saw and not by merely refinishing the damaged part. All work shall match the appearance of the existing improvements as nearly as practicable.

C. All trenches in landscaped or cultivated areas shall have the top twelve (12) inches backfilled with topsoil. After installation, the topsoil and any adjacent unimproved land which has been compacted by the operation of the Contractor shall be thoroughly scarified and the surface cleaned of all large clods, stones or debris.

D. In lawn areas, the Contractor shall replace any grass removed for excavations, or which is damaged by his operations, with sod. Ground cover materials other than lawn shall be replaced in kind to the satisfaction of the Engineer.

E. The Contractor shall maintain all restored lawn and landscaped areas for a minimum of thirty (30) days after acceptance of the project by the City.

F. All restoration work shall be included in the unit bid price for pipeline and or structure construction and no additional allowance will be made therefor.

END OF SECTION

SECTION 02520

OVERFLOW OUTLET STRUCTURES

1.0 GENERAL

1.1 DESCRIPTION

This section consists of drainage structures for storm drain systems identified in the Contract Documents. These structures shall conform to first, the Standard Details and second, Sections 51, 52, 61, and 75 of the Standard Specifications and ASTM C47, insofar as they are applicable.

2.0 MATERIALS

2.1 CONCRETE

Portland cement concrete for overflow outlet structure shall contain at least six (6) sacks (564 pounds) of Type II Portland cement per cubic yard conforming to Section 90 of the Standard Specifications with combined aggregate grading of 1-1/2” inch maximum. Reinforcing steel shall conform to Section 52 of the Standard Specifications.

Frames, grates, hoods, and other miscellaneous metal shall conform to first, the Standard Details and second, Section 75 of the Standard Specifications, insofar as they are applicable.

2.2 PRE-CAST CONCRETE STRUCTURE SECTIONS

Pre-cast reinforced concrete manhole sections shall conform to the requirements of ASTM C478, except that manhole steps and ladders shall not be provided unless specifically required in the Contract Documents.

2.3 GRATE

Grate for overflow outlet structure shall be galvanized steel pedestrian rated and shall confirm to ASTM C 478 specifications.

2.4 JOINT SEALER

Sealant for all joint surfaces of precast structure sections and the base shall be preformed plastic sealing gasket, which meets or exceeds AASHTO M-198.

2.5 FILTER FABRIC

Filter fabric shall be mounted below the grate inlet and shall be Mirafi 140N non-woven fabric or approved equivalent.

2.6 UTILITY MARKER

Utility markers are to be mounted on each lateral side and upstream side of inlet. Utility markers shall be 60-inch fiberglass carsonite utility post with anchors, or approved equal, and with white color, reflective material and “Caution Drainage Inlet” decal.

3.0 CONSTRUCTION

3.1 DRAINAGE STRUCTURE

Concrete drainage structures will be cast in place unless otherwise indicated in the Contract Documents. Forms shall be inspected and approved by the Engineer prior to placement of concrete. Expansion and contraction joints shall be placed as required by the Contract Documents and as directed by the Engineer. Drainage structures shall be poured monolithically unless otherwise indicated. Not more than thirty (30) minutes shall elapse between successive pours for an individual structure. All concrete shall be used while fresh and before it has taken an initial set. Re-tempering any partially hardened concrete with additional water or by vibrating shall not be permitted. Concrete additives require the written approval of the Engineer. The contractor shall submit a concrete mix design for review and approval to the Engineer a minimum of one (1) week in advance of making any pours. A smooth trowel finish shall be applied to all exposed portions of the structure. The floor of the structure shall have slope from inlet to outlet and shall be free of “birdbaths” over .04 feet in depth.

Excavation and backfill shall conform to Trench and Excavation and Safety. The Contractor is to install “No Dumping Flows to Bay” plaques near newly constructed overflow outlet structures.

3.1.01 TEMPORARY COVERS AND PLUGS FOR STRUCTURES

The City must have accessibility to manholes on all live storm drains to allow maintenance of the system at all times. In streets, avenues, intersections, lanes, any public thoroughfares involving automobile traffic, buses, trucks, etc., the permanent manhole casting and cover shall be installed on all actively used storm drain mains, including manholes, where live laterals are being used.

Temporary steel plate covers of approved design shall only be used on inactive storm drain lines during the construction in areas not subject to active vehicular traffic where final grades for unfinished roadbeds have not been determined, or where approved or ordered by the City. If the sewer being constructed is actively used, the Contractor shall install the permanent manhole frame and cover so the City can have access to the sewer for maintenance.

A temporary debris cover shall be placed over the base of any existing manhole prior to beginning any adjustment or repair work.

3.1.02 DRAINAGE STRUCTURE TESTING

A. GENERAL

All drainage structures shall be watertight.

4.0 MEASUREMENT AND PAYMENT

All work involved in furnishing and constructing storm structures will be measured and paid for per each, complete in place, unless otherwise specified in the Contract Documents.

Payment made at the bid price per unit of measure shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing drainage structures, including but not limited to the furnishing and placing of concrete, frames, grates, hoods, filter fabric, reinforcing steel, excavation, backfill, and other work and material incidental thereto as required by the Contract Documents and as directed by the Engineer.

END OF SECTION

SECTION 02530

CURED-IN-PLACE (CIPP) LINER
FOR PIPELINES
USING FELT TUBE

PART 1 – GENERAL

1.01 DESCRIPTION

A. SCOPE OF WORK

The contractor shall furnish all labor, equipment and materials for the reconstruction of pipelines and conduits by the installation of a resin-impregnated flexible tube, which is tightly formed to the original conduit. The resin shall be cured using either hot water under hydrostatic pressure or steam pressure within the tube. The Cured-In-Place Pipe (CIPP) liner shall be continuous and tight fitting. The Contractor shall assume groundwater is present and is responsible to use the appropriate curing method to prevent bubbles or deformities of the liner. Any deformities are the responsibility of the Contractor and shall be corrected at no cost to the Owner. All lateral connections to the lined pipe shall be reinstated.

B. REFERENCED DOCUMENTS

This specification references standards, from the American Society for Testing and Materials which are made a part hereof by such reference and shall be the latest edition and revision thereof. In case of conflicting requirements between this specification and these referenced documents, this specification will govern, including the following:

ASTM F1216 – Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube

ASTM F1743 – Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP)

ASTM D790 – Test Methods for Flexural Properties of Un-reinforced and Reinforced Plastics and Electrical Insulating Materials

D2990 – Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics

1.02 QUALITY ASSURANCE

A. GENERAL

Since pipeline products are intended to have a 50-year design life, and in order to minimize the Owner's risk, only proven products with substantial successful long-term track records will be approved. The trenchless rehabilitation products and installers shall provide documentation and will be checked for conformance with the requirements below prior to award.

B. CIPP PRODUCTS AND INSTALLERS

CIPP Products and Installers must meet all of the following criteria to be deemed Commercially Acceptable:

1. For a CIPP Product to be considered Commercially Proven, a minimum of five successful storm/sewer collection system projects of a similar size and scope of work shall be performed in the U.S. and documented to the satisfaction of the Owner to assure commercial viability

2. For a CIPP Installer to be considered as Commercially Proven, the Installer must satisfy all insurance, financial, and bonding requirements of the Owner, and the Contractor's job superintendent who shall be assigned full time to the project, must have had at least 3 (three) years active experience in the commercial installation of CIPP lining using felt tubes. In addition, the Installer must have successfully installed at least 100,000 linear feet of a cured-in-place product in storm/sewer collection systems.

3. Pipeline rehabilitation products submitted for approval must provide third party test results supporting the structural performance (short-term and long-term) of the product and such data shall be satisfactory to the Owner. No product will be approved without independent third party testing verification.

4. The rehabilitation manufacturing processes shall operate under a quality management system which is third-party certified to ISO 9000 or other recognized organization standards. Proof of certification shall be required for approval.

5. The owner authorizes the use of proven materials that serve to enhance the pipe performance specified herein. Proven materials must have passed independent laboratory testing, not excluding long-term (10,000 hour) structural behavior testing, and have been successfully installed to repair failing host pipes in the U. S. for at least 4 years. In addition to the aforementioned, the Owner may require that the contractor demonstrate that the enhancements proposed exceed the specifications herein, prior to the installation of the enhanced material systems. This section in no way shall be interpreted as authorization to deviate from the minimum standard practices set forth herein.

1.03 SUBMITTALS

A. GENERAL

After the award of the Contract and before any storm system rehabilitation materials are delivered to the job site, the contractor shall submit to the Engineer a detailed description of the method proposed to be used and a complete list of all material proposed to be furnished and installed.

1. Show manufacturer's name and catalog number for each item, furnish complete catalog cuts and technical data, and furnish the manufacturers' recommendations as to method of installation.

2. The actual methods of installation used in the work must be favorably reviewed by the Engineer.

3. The Contractor shall not permit any CIPP storm lining component to be brought onto the job site until it has been favorably reviewed by the Engineer.

B. FIELD MEASUREMENTS

The inside diameter of the existing storm pipe to the lined may vary from that shown on the plans and from section to section. The Contractor shall field measure the inside diameter of the existing storm pipe at every structure access to determine the exact diameter of CIPP liner.

C. VIDEO INSPECTION

The Contractor shall conduct a pre-rehabilitation video inspection of the storm to receive the CIPP liner.

Contractor shall verify storm main diameters and pipe lengths. The contractor shall submit all pre-installation reports to the City prior to fabricating or delivering any material required for the project.

D. MATERIAL SUBMITTAL

The contractor shall submit a summary of all the proposed CIPP materials required for the project including the specific items listed below. The Owner will review this list prior to the Contractor's order for purchase and delivery of CIPP materials. Any materials ordered prior to the Owner's authorization shall be solely at the risk of the Contractor.

Submit shop drawings of the following:

1. Lining materials to be installed

2. Resin to be utilized in producing the CIPP lining in accordance with the specifications

3. Design calculations for the CIPP thickness of the liner system

4. Procedures for preparing CIPP samples and testing of physical properties

E. INSTALLATION AND PROCEDURES PLAN

At least two (2) weeks prior to the conduct of the work the Contractor shall provide to the City an Installation and Procedures Plan which shall detail the exact equipment proposed to be used, the size of the equipment, the desired placement of the equipment, noise levels of the equipment, times of operation and duration of the placement of the equipment. The plan shall take into account available on-street parking and minimization of disruption and noise to residents, offices and churches. When necessary to minimize disruptions the Contractor may request weekend work.

F. BYPASS PLAN

Submit a detailed bypass plan during CIPP installation if drainage flow is present.

G. SAFETY PLAN

Submit a detailed safety plan for the project.

H. STANDARDS COMPLIANCE

Submit manufacturer's certificates of conformance or compliance for each of the following materials, which are specified to conform to publications referenced under paragraph "Materials" in this Section for the selected rehabilitation process.

I. TESTS

The Contractor shall submit all tests required by the applicable referenced publications, which indicate that all materials conform to the applicable requirements. Submittals shall include the following information:

1. Chemical resistance submittals – The Contractor shall submit test results of the resin proposed that meet the chemical resistance requirements of the reference specifications.

2. CIPP Field Samples – Field sampling procedure shall be in accordance with the reference specifications.

3. Creep resets per paragraph 2.04.B.

4. MSDS Sheets – The Contractor shall submit Material Safety Data Sheets for all resins, and other additives such as accelerants, colorants, and lubricants utilized in the pipe liner/lining process.

5. Manufacturer Protocols - The Contractor shall submit manufacturer information that describes the materials, curing speeds, curing installation processes, installation pressures, temperature limitations, and recommended post curing documentation.

1.04 DELIVERY, STORAGE, AND HANDLING OF MATERIALS:

Inspect materials delivered to site for damage; store with minimum handling. Store materials on site in enclosures or under protective coverings. Store all materials liners, resins, etc. under cover out of direct sunlight. Do not store materials directly on the ground.

Handle rehabilitation materials and other accessories in such a manner as to ensure delivery to the liner pipe in sound undamaged condition. Use all means necessary to protect rehabilitation materials before, during, and after installation and to protect the installed work and materials of all other trades.

In the event of damage, immediately make all repairs and replacements necessary to the approval of the Engineer, at no additional cost to the City.

1.05 EXAMINATION OF SITE

The Contractor shall examine the site and shall compare it with the drawings and specifications and satisfy itself as to the conditions under which the work is to be performed. If, upon such examination, the Contractor encounters site differing condition, it shall notify the City immediately, in writing, with a proposed resolution or a request for clarification. No allowance shall be made subsequently in Contractor's behalf for any extra expense which he may incur due to failure or neglect on its part to make such examination.

1.06 SAFETY

The Contractor shall carry out all operations in strict accordance with OSHA and the manufacturer's safety requirements. Particular attention is drawn to those safety requirements involving working with scaffolding and entering confined spaces.

1.07 WARRANTY

The Contractor shall provide a one year warranty from the date of final acceptance against defect in material, workmanship and installation. The warranty shall cause the Contractor to repair or replace the liner at no cost to the Owner.

PART 2 – PRODUCTS

2.01 MATERIALS

CIPP lining of gravity pipelines with a felt tube shall be accomplished with products specified herein. All products shall be new and supplied by the Contractor. The Contractor shall use CIPP liner to complete the rehabilitation work.

2.02 CURED IN PLACE PIPE LINER

A. Tube - The Tube shall consist of one or more layers of absorbent non-woven felt fabric and meet the requirements of ASTM F1216, Section 5.1 or ASTM F1743, Section 5.2.1 or ASTM D 5813, Sections 5 and 6. The tube shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe, and stretch to fit irregular pipe sections.

B. Felt tubes shall be manufactured by Applied Felts, Mississippi Textiles Corporation or approved equal.

C. The wet out Tube shall have a relatively uniform thickness that when compressed at installation pressures will equal or exceed the calculated minimum design CIPP wall thickness.

D. The Tube shall be manufactured to a size that when installed will tightly fit the internal circumference and length of the original pipe. Allowance should be made for circumferential stretching during installation.

E. The outside layer of the Tube shall be coated with an impermeable, flexible membrane that will contain the resin and allow the resin impregnation (wet out) procedure to be monitored.

F. The Tube shall contain no intermediate or encapsulated elastomeric layers. No material shall be included in the Tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be evident.

G. The wall color of the interior pipe surface of CIPP after installation shall be a light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made.

H. Seams in the Tube shall be stronger than the non-seamed felt material.

I. The outside of the tube shall be marked for distance at regular intervals along its entire length, not to exceed 10 ft. Such markings shall include the Manufacturers name or identifying symbol. The tubes must be manufactured in the USA.

J. End Seals – The Contractor shall seal the pipe CIPP liner at each end where it enters the drainage structure with a compatible epoxy grout.

2.03 RESIN

A. Resin - The resin system shall be a corrosion resistant vinyl ester system including all required catalysts, initiators that when cured within the tube create a composite that satisfies the requirements of ASTM F1216, ASTM D5813 and ASTM F1743, the physical properties herein, and those which are to be utilized in the submitted and approved design of the CIPP for this project. The resin shall produce a CIPP that will comply with the structural and chemical resistance requirements of this specification.

B. The resin shall be shipped directly from the resin manufacturer's facility to the CIPP wet-out facility. The resin shall not be sent to any intermediate mixing facility.

C. The contractor shall submit a Certificate of Authenticity from the resin manufacturer for each shipment to the wet-out facility to include the date of manufacture.

2.04 CIPP STRUCTURAL REQUIREMENTS

A. The CIPP shall be designed as per ASTM F1216, Appendix XI. The CIPP design shall assume no bonding to the original pipe wall.

B. The Contractor's material supplier or material manufacturer must have performed long-term testing for flexural creep of the CIPP pipe material installed by his Company. Such testing results are to be used to determine the long-term, time dependent flexural modulus to be utilized in the product design. This is a performance test of the materials (Tube and Resin) and general workmanship of the installation and curing as defined within the relevant ASTM standard. A percentage of the instantaneous flexural modulus value (as measured by ASTM D790 testing) will be used in design calculations for external buckling. The percentage, or the long-term creep retention value utilized, will be verified by this testing. Retention values exceeding 50% of the

short-term test results shall not be applied unless substantiated by qualified third party test data to the Owner's satisfaction. The materials utilized for the contracted project shall be of a quality equal to or better than the materials used in the long-term test with respect to the initial flexural modulus used in the CIPP design.

C. The Enhancement Factor 'K=7' shall be used for a 'Fully Deteriorated' design condition.

D. The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers. If the layers separate during field sample testing, new samples will be required to be obtained from the installed pipe. Any reoccurrence may cause rejection of the work.

E. The wall thickness design of cured pipe (CIPP) shall be per ASTM F1216 Appendix XI using the following design parameters:

1. All pipes shall be considered as fully deteriorated.

2. Pipe ovality at the circumference shall be 2%.

3. H-20 live load shall be included in the design.

4. Resin System E_1 = 250,000 psi (Vinyl ester Resin)

5. Safety factor shall be 2.0.

6. Flexural Strength = 4,500 psi

7. Soil Density = 125 lbs/cubic foot

8. Poisson's ratio = 0.3

9. Retention factor for Long-Term Flexural Modulus to be used in Design (as determined by Long Term tests described in Paragraph 5.2) = 50% maximum.

10. Soil/cover, feet = As shown on Plans

11. Groundwater depth is to be assumed at the ground surface.

12. Soil Modulus, psi = 500

F. The minimum wall thickness of the cured-in-place pipe (CIPP) shall be as follows:

15" diameter pipe – 10.0 mm

Contractor shall provide wall thickness calculations per ASTM F1216 based on parameters listed and actual pipe depth. The more restrictive thickness in comparison to the list above and the calculation shall govern.

G. Any layers of the tube that are not saturated with resin prior to insertion into the existing pipe shall not be included in the structural CIPP wall thickness computation.

2.05 TESTING REQUIREMENTS

A. Chemical Resistance - The CIPP shall meet the chemical resistance requirements of ASTM F1216, Appendix X2. CIPP samples for testing shall be of tube and resin system similar to that proposed for actual construction. It is required that CIPP samples with and without plastic coating meet these chemical-testing requirements.

B. Hydraulic Capacity - Overall, the hydraulic cross-section shall be maintained as large as possible. The CIPP shall have a minimum of the full flow capacity of the original pipe before rehabilitation. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition.

C. CIPP Field Samples - When requested by the Owner, the Contractor shall submit test results from field installations of the same resin system and tube materials as proposed for the actual installation. These test results must verify that the CIPP physical properties specified in Section 5.5 have been achieved in previous field applications. Samples for this project shall be made and tested as described in Section 3.05.

PART 3 EXECUTION

3.01 INSTALLATION RESPONSIBILITIES FOR INCIDENTAL ITEMS

A. The Owner will locate and designate all catch basin or and drainage inlet access points open and accessible for the work, and provide rights-of-access to these locations.

B. The Contractor shall make arrangements with the East Bay Municipal Utility District for use of water hydrants for cleaning, installation and other process related work items requiring water and pay for all water used.

C. Cleaning of Pipelines - The Contractor shall remove all internal debris and cut all roots out of the pipeline that will interfere with the installation of CIPP (see Section 02659). The Contractor shall make all arrangements and pay for disposal of debris removal from the pipeline during the cleaning operation at a legal disposal site. Any hazardous waste material encountered during this project will be considered as a changed condition.

D. Bypassing Drainage Flow - The Contractor shall provide for the flow of drainage around the section or sections of pipe designated for repair. The drainage bypass shall consist of plugging the line at an existing upstream manhole and pumping the flow out into a truck or into a downstream catch basin or adjacent system. The pump(s) and bypass line(s) shall be of adequate capacity to accommodate the drainage flow.

E. Inspection of Pipelines - Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles and service connections using close circuit television (CCTV) inspection techniques. The pipeline interior shall be carefully

inspected to determine the location of any conditions that may prevent proper installation of CIPP. These shall be noted and corrected. A videotape and suitable written log for each line section shall be produced for later reference by the Owner.

F. Line Obstructions - It shall be the responsibility of the Contractor to clear the line of obstructions such as solids, roots and protruding laterals that will prevent the insertion of CIPP. If pre-installation inspection reveals an obstruction such as a protruding service connection, dropped joint, or a collapse that will prevent the installation process and it cannot be removed by conventional sewer/storm cleaning equipment, then the Contractor shall make a point repair excavation to uncover and remove or repair the obstruction. Such excavation shall be approved in writing by the Owner's representative prior to the commencement of the work and shall be considered as a separate pay item.

G. The Contractor shall be responsible for locating all branch service connections prior to installing the CIPP. The Contractor shall notify each resident not to use any plumbing fixtures over the course of the work. The Contractor shall insert a temporary plug in a clean out on the lateral to prevent water from entering the storm main while the CIPP liner is being installed and cured.

3.02. INSTALLATION

A. CIPP installation shall be in accordance with ASTM F1216, Section 7, or ASTM F1743, Section 6, with the following modifications:

B. Resin Impregnation - The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage and the potential loss of resin during installation through cracks and irregularities in the original pipe wall, as applicable.

C. Tube Insertion – The wet out tube shall be positioned in the pipeline using either inversion or a pull-in method as defined within relevant ASTM standards previously stipulated. If pulled into place, a power winch or its equivalent should be utilized and care shall be exercised so as to prevent damage to the tube as a result of pull-in friction. The tube shall be pulled-in or inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point.

D. Temperature gauges shall be placed between the tube and the host pipe’s invert position to monitor the temperatures during the cure cycle.

E. Curing shall be accomplished by utilizing steam under pressure in accordance with the manufacturer’s recommended cure schedule. A cool-down process shall be conducted that complies with the resin manufacturer’s specification.

F. End Seals – The CIPP liner shall extend at least 6” into the upstream and downstream structure to help lock the liner in place. Each end of the CIPP liner shall be sealed with Neopoxy NCR-5305 epoxy, or equal applied between the liner and host pipe to seal up any annular space.

3.03 COOL DOWN AND RESIN DISPOSAL

All water that has come in contact with uncured resin during the process (heating water and /or steam condensate) shall be removed from the storm line and filtered through activated carbon prior to discharge into the sanitary sewer. The Contractor shall apply for and follow the constraints for a wastewater discharge permit (discharge from Cured-in-Place Installation) from the East Bay Municipal Utility District.

3.04 CONTROL OF WATER

All excavations shall be kept free from water and all construction shall be in the dry. The presence of high groundwater will require dewatering operations. The contractor shall furnish, install, maintain and operate all necessary pumping and other equipment for dewatering all excavations. The contractor shall at all times have on the project sufficient pumping equipment for immediate use, including standby pumps for use in case other pumps become inoperable. A sufficient number of pumps shall be provided as to hold the groundwater level at an elevation not less than two feet below the lowest elevation of the concrete or other material to be placed. Water shall be disposed of in such a manner as to cause no injury or nuisance to public or private property, or be menace to the public health.

The Contractor may obtain a wastewater discharge permit from the East Bay Municipal Utility District (EBMUD) to discharge dewatering disposal water to the City’s sewer system. The Contractor is responsible for applying for and meeting all of the EBMUD permit requirements.

The Contractor shall remove sediment from the disposal water prior to disposing into the sewer system. The sediment removal method shall meet the requirements of the EBMUD permit (filtered with Whatman 934 AH Glass Microfiber filter, or equivalent).

The dewatering operation shall be continuous, so that the excavated areas shall be kept free from water during construction, while concrete is setting and achieves full strength, and until backfill has been placed to a sufficient height to anchor the work against possible floatation.

Dewatering shall be continued during, backfilling operations such that the groundwater is at least one foot below the level of the compaction effort at all times. No compaction of saturated clay materials shall be allowed. Dewatering devices must be adequately filtered to prevent the removal of fines from the soil.

The Contactor shall be responsible for any damage to foundations or any other parts of existing structures or the new work caused by failure of any part of the Contractor’s protective works. After temporary protective works are no longer needed for dewatering purposes, they shall be removed by the Contractor.

If pumping is required on a 24- hour basis, requiring engine drives, then engines shall be equipped in a manner to keep noise to a minimum. Refer to Section II, Article T, of these specifications for noise control requirements.

The contractor shall be responsible for furnishing temporary drainage facilities to convey and dispose of surface water falling or passing over site.

No sediment shall be pumped from the excavation. Refer to Section II, Article U, of these specifications for construction site controls.

Payment for dewatering whether on public right-of-way and private property shall be included in the various contract items of work.

3.05 POST REHABILITATION

A. The Contractor shall prepare CIPP samples for each installation designated by the owner/engineer or approximately 20% of the project's installations. Pipe physical properties shall be tested in accordance with ASTM F1216 or ASTM F1743, Section 8, using either method proposed. The flexural properties must meet or exceed the values listed in the table on page 4 of this specification, Table 1 of ASTM F1216 or the values submitted to the Owner by the contractor for this project's CIPP wall design, whichever is greater.

B. Wall thickness of samples shall be determined as described in paragraph 8.1.6 of ASTM F1743. The minimum wall thickness at any point shall not be less than 87½% of the submitted minimum design wall thickness required.

3.06 FINISHED PRODUCT REQUIREMENTS

A. The finished liner shall be continuous over entire length of insertion run between two storm structures or access points and shall be free from defects such as foreign inclusions, dry spots, pinholes and delamination.

B. Wrinkles in finish liner pipe:

1. Wrinkles ½ inch or more above the spring line, wrinkles below the spring line, wrinkles that reduce the hydraulic capacity of the pipe, or that create a backwater of 1 inch or more are unacceptable and shall be removed and repaired by Contractor at Contractor's expense. Allowances will be made for those wrinkles that can be determined to be attributed to defects in the host pipe.

2. Remove section of pipe, if directed by Engineer, to determine if a void between wrinkle and pipe wall exists.

   a. If void exists, Contractor shall repair and replace that section of pipe at Contractor's expense.

   b. If void does not exist, Contractor shall repair and replace section of pipe at City's expense.

   c. Methods of repair shall be submitted to the Engineer for review

3.07 PIPELINE CLEANING

After all completion of the CIPP liner installation the Contractor shall clean all CIPP lined storm lines of dirt and debris.

3.09 TELEVISION INSPECTION

After CIPP liner installation but before acceptance of the job, the Contractor shall arrange and pay for CCTV inspection of the CIPP lined pipelines. The inspection must be done in accordance with NASSCO's Pipeline Assessment (PACP) format. The inspections must be exported in a PACP compliant database with associated media file.

3.10 CLEAN-UP

Upon acceptance of the installation work and testing, the Contractor shall restore the project area affected by the operations to a condition at least equal to that existing prior to the work.

END OF SECTION

ATTACHMENTS

ATTACHMENT B

LIST OF MIXED CONSTRUCTION AND DEMOLITION PROCESSORS

This guide is a listing of facilities/processors that accept construction and demolition waste materials. This is not a complete and comprehensive list; it is intended to be a quick reference guide to assist contractors and the general public recycle their construction and demolition debris.

For additional information on disposal or recycling of specific material types please visit http://alameda.wastetracking.com (Green Halo Systems) and choose the "Recycler Search" function from the drop down menu.

Please call each facility for accepted materials, hours of operation, and the terms and conditions prior to delivering your materials.

Bee Green Recycling (Commercial Waste and Recycling)
725 Independent Road, Oakland, CA 94621
510-636-0852
https://www.beegreen.green/

Excess Recovery
1801 Evans Avenue, San Francisco, CA 94124
650-339-4817

Davis Street Transfer Station
2615 Davis Street, San Leandro, CA 94577
510-638-2303
www.dsgardencenter.com/

Berkeley Transfer Station
1201 2nd St., Berkeley, CA 94710
510-981-7270
www.cityofberkeley.info/ContentDisplay.aspx?id=5710

Certified Blue Recycling
2075 Williams St, San Leandro, CA 94577
800-536-6702
www.certified-blue-recycling.com/

Recology San Francisco
501 Tunnel Avenue, San Francisco, CA 94134
415-330-1400
www.sfrecycling.com/index.php

Blue Line Transfer
500 East Jamie Ct, South San Francisco, CA 94080
650-589-5511
www.ssfscavenger.com

Hayward Transfer Station
3458 Enterprise Ave, Hayward, CA 94545
510-606-1548

West Contra Costa Co Sanitary Landfill
Foot of Parr Blvd., Richmond, CA 94801
510-262-1600

Marin Resource Recovery Center
565 Jacoby Street, San Rafael, CA 94901
415-453-1404
www.marinsanitary.com

Contra Costa Transfer & Recovery Facility
951 Waterbird Way, Martinez, CA 94553
925-313-8987

Ox Mountain Sanitary Landfill
12310 San Mateo Road, Half Moon Bay, CA 94019
800-204-4242

Pleasanton Transfer & Recovery Facility
3110 Busch Rd., Pleasanton, CA 94566
925-846-4062
www.plesantongarbageservice.com

Fremont Recycling and Transfer Station
41149 Boyce Rd., Fremont, CA 94538
510-252-0500
www.fremont-recycling.com

Devlin Rd Recycling & Transfer Facility
889 Devlin Rd, American Canyon, CA 94503
707-258-9005

Newby Island Landfill
1601 Dixon Landing Rd., Milpitas, CA 95035
408-945-2800
www.newbyisland.com/

Zanker Material Processing Facility
675 Los Esteros Rd., San Jose, CA 95134
408-263-2384
www.zankerrecycling.com/

CITY OF ALAMEDA INTEGRATED PEST MANAGEMENT POLICY
(Adopted by City Council Resolution: 6/15/10)

I. PURPOSE

This City Policy sets forth the guiding principles for development and implementation of Integrated Pest Management (IPM) practices on all City properties.

II. OBJECTIVES

A. Reduce or minimize pesticide use on municipally owned buildings and landscaping (City Properties) to ensure the City is in compliance with its municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements.

B. Establish the use of Integrated Pest Management in all municipal operations and on all City Properties.

C. Minimize the reliance on pesticides that threaten water quality.

D. Create awareness among City staff of less-toxic pest management techniques.

E. Educate City departments to practice the most appropriate approach to managing pests, including prevention, on City properties.

F. Reduce the adverse impacts to San Francisco Bay water quality due to pesticide usage, particularly from organophosphorous pesticides (chlorpyrifos, diazinon, and malathion), pyrethroids (bifenthrin, cyfluthrin, beta-cyfluthrin, cypermethrin, deltamethrin, esfenvalerate, lambda-cyhalothrin, permethrin, and tralomethrin), carbamates (e.g., carbaryl), fipronil and copper-based pesticides.

III. ORGANIZATIONS AFFECTED

A. Public Works Department
B. Recreation and Parks Department
C. Golf Complex
D. Alameda Municipal Power
E. Economic Development Department

IV. POLICY

It is the policy of the City of Alameda to:
A. Comply with Federal requirements for local government to develop and implement an Integrated Pest Management policy or ordinance to address water quality impairment by pesticides, per Section C.9.a. of the Municipal Regional Stormwater NPDES Permit, Order No. R2-2009-0074, from the California Regional Water Quality Control Board, 10/14/09.

B. Adopt and implement a policy requiring the use of Integrated Pest Management techniques in the City's operations, as required for all co-permittees of the Alameda Countywide Clean Water Program.

C. Establish City departmental written standard operating procedures for pesticide use that ensure implementation of the IPM policy and require municipal employees and contractors working on City property to adhere to IPM standard operating procedures.

D. Support the City of Alameda Municipal Code, Storm Water Management and Discharge Control ordinance, Ordinance No. 2605, by describing procedures by which the City may implement its policy regarding urban runoff.

This City Policy shall not be construed as requiring a department, purchaser or contractor to procure products that do not perform adequately for their intended use, exclude adequate competition, risk the health or safety of workers and citizens, or are not available at a reasonable price in a reasonable period of time.

This City Policy shall not be construed as requiring the City of Alameda, a department, purchaser or contractor to take any action that conflicts with local, state or federal requirements.

V. DEFINITIONS

5.1 *Biological control* - The use of biological technologies to manage unwanted pests. Examples of this type of control include, but are not limited to, the use of pheromone traps or beneficial insect release for control of certain types of weeds or invasive insects in landscapes.

5.2 *Cultural control* - The use of IPM control methods such as grazing, re-vegetation, disking, mulching, proper irrigation, seeding, and landscaping with competitive or tolerant species to manage unwanted weeds, rodents or plant diseases, plus good housekeeping.

5.3 *DPR* - Department of Pesticide Regulations for the State of California's Environmental Protection Agency. DPR, in partnership with the Federal Environmental Protection Agency (EPA) and the County Department of Agriculture, oversees all issues regarding the registration, licensing and enforcement of laws and regulations pertaining to pesticides.

5.4 *Integrated Pest Management (IPM)* - IPM is the strategic approach that focuses on long-term prevention of pests and their damage from reaching unacceptable levels by selecting and applying the most appropriate combination of available pest control methods. These include cultural, mechanical, biological and chemical technologies that are implemented for a given site and pest situation in ways that minimize economic, health and environmental risks.

5.5 *Mechanical controls* - The use of IPM control methods utilizing hand labor or equipment such as mowers, graders, weed-eaters, and chainsaws. Crack and crevice sealants and closing small entryways (i.e., around pipes and conduits) into buildings for insect and rodent management are also mechanical controls.

5.6 *PCA* - Pest Control Advisor is one licensed by the California Department of Pesticide Regulations according to Title 3, Article 5 of the California Code of Regulations. A licensed PCA, who is registered with the County Agricultural Commissioner, provides written pest control recommendations for agricultural pest management, including parks, cemeteries, and rights-of-way.

5.7 *Pesticides* - Defined in Section 12753 of the California Food and Agricultural Code as any spray adjuvant, or any substance, or mixture of substances intended to be used for defoliating plants, regulating plant growth, or for preventing, destroying, repelling, or mitigating any pest, as defined in Section 12754.5 (of the Food and Agricultural Code), which may infest or be detrimental to vegetation, man, animals or households, or be present in any agricultural or nonagricultural environment whatsoever. The term pesticide applies to herbicides, insecticides,

fungicides, rodenticides and other substances used to control pests. Antimicrobial agents are not included in this definition of pesticides

5.8 *QAL* - Qualified Applicator License is a licensed applicator according to Title 3, Article 3 of the California Code of Regulations. This license allows supervision of applications that may include residential, industrial, institutional, landscape, or rights-of-way sites.

5.9 *QAC* - Qualified Applicator Certificate is a certified applicator of pesticides according to Title 3, Article 3 of the California Code of Regulations. This certificate allows supervision of applications that may include residential, industrial, landscape, or rights-of-way sites.

5.10 *Structural Pest Control Operator (SPCO- Branch I, II or III)* - A licensed applicator for controlling pests that invade buildings and homes according to the requirements of the Structural Pest Control Board of the California Department of Consumer Affairs.

VI. RESPONSIBILITY

6.1 Coordination

6.1.1 This Policy applies to the City Departments with operations subject to this Administrative Regulation. Department Directors, or their designees, shall coordinate implementation of this Administrative Regulation.

6.2 Training

6.2.1 All City employees who within the scope of their duties apply or use pesticides that threaten water quality shall be trained in IPM practices, the City's IPM policy, department IPM standard operating procedures, and as required by State of California Department of Pesticide Regulations rules, the County Agricultural Commissioner, and/or the Structural Pest Control Board and the City's NPDES permit. Training opportunities may also include the Bay-Friendly Landscape Maintenance Training and Qualifications Program and EcoWise Certified. Each Department will maintain records of all training activities (e.g., attendees, course outline, date).

6.2.2 City Staff responsible for pest management on City property will ensure annual training is provided to all employees who within the scope of their duties apply pesticides on:

1. Pesticide Safety,
2. This City Policy on IPM and
3. City department IPM standard operating procedures, appropriate Best Management Practices and Integrated Pest Management Technologies.

6.2.3 Pest Control Advisors and Applicators, pest management contractors, and other "contract for service providers" serving City properties will be licensed by the State of California Department of Pesticide Regulations (DPR) as a Pest Control Advisor or licensed Qualified Applicator and either IPM-certified or under contract to implement IPM. Contract specifications shall require contractors to implement IPM no later than July 1, 2010.

6.3 Public Education and Outreach

6.3.1 The City's Clean Water Program, in participation with the Alameda Countywide Clean Water Program, will continue with its existing program to encourage people who live, work, and/or attend school in Alameda to:

1. Obtain information on IPM techniques to control pests and minimize pesticide use
2. Use IPM technologies for dealing with pest problems

3. Perform pesticide applications according to the manufacturer's instructions as detailed on the product label, and in accordance with all applicable state and local laws and regulations set forth to protect the environment, the public, and the applicator; and properly dispose of unused pesticides and their containers.

6.3.2 City of Alameda Departments with property leaseholders shall inform property leaseholders of the need to comply with the City Policy on IPM and encourage the use of the most current IPM technologies and Best Management Practices.

6.4 Program Evaluation

6.4.1 Each Department with operations subject to this City Policy shall monitor and evaluate its success implementing this City Policy. This evaluation can include progress in meeting the objectives of this City Policy, and note barriers encountered, recommendations for resolution, cost analysis, and a description of assistance needed to continuously improve staff's ability to meet the City Policy objectives.

6.5 Reporting Requirements

The information outlined below is required for inclusion in the City's NPDES Stormwater Permit Annual Report compiled by the City's Clean Water Program for submittal to the Regional Water Quality Control Board. Each City department, pest management contractor, and/or other appropriately licensed contractors employed by the City to provide city services that involve pesticide application on City properties shall submit by **July 15th** annually to the Public Works Clean Water Program staff:

A. Annual Pesticide Use Summary Report

1. Product name and manufacturer
2. Active ingredient
3. The total quantity of each pesticide used during the prior fiscal year (from July 1 to June 30) in order to provide an accounting of pesticide use at City-owned or operated properties.
4. Target pest(s) for pesticide application(s).
5. Reasons for increases in use of pesticides that threaten water quality, specifically organophosphorous pesticides, pyrethroids, carbaryl, fipronil, and copper-based pesticides.

Annual Pesticide Use Summary Report Forms may be obtained by contacting the Public Works Clean Water Program staff.

B. Annual Training Summary (City departments only)

1. The number of departmental employees who apply pesticides.
2. The number of departmental employees who apply pesticides who have received training in IPM policy and IPM standard operating procedures during the reporting year.

VII. PROCEDURE

7.1 Pesticide Prevention

7.1.1 The City of Alameda shall institute practices that reduce the use of pesticides and result in the purchase of fewer pesticides whenever practicable and cost-effective, but without reducing safety or workplace quality.

7.1.2 The City of Alameda shall direct all employees to implement Good Housekeeping Practices in their workstations, vehicles, break rooms, outdoor work areas, etc., to prevent the conditions that provide a food source and habitat which attract unwanted pests

7.2 Pest Control and Management

7.2.1 The City of Alameda, including all departments and staff herein, and contractors or individuals (QAL, QAC, SPCO) providing pest control services on City property (Applicators) shall follow the City's Integrated Pest Management City Policy and utilize generally accepted IPM Best Management Practices (BMPs) to the maximum extent practicable for the control or management of pests in and around City buildings and facilities, parks and golf courses, urban landscape areas, rights-of-way, and other City properties.

7.2.2 Applicators will use the most current IPM technologies available to ensure the long-term prevention or suppression of pest problems and to minimize negative impacts on the environment, non-target organisms, and human health.

7.2.3 Applicators will consider the options or alternatives listed below in the following order, before recommending the use of or applying any pesticide on City property:

1. No controls (e.g., tolerating the pest infestation, use of resistant plant varieties or allowing normal life cycle of weeds)
2. Physical or mechanical controls (e.g., hand labor, mowing, exclusion)
3. Cultural controls (e.g., mulching, disking, alternative vegetation), good housekeeping (e.g. cleaning desk area)
4. Biological controls (e.g., natural enemies or predators)
5. Reduced-risk chemical controls (e.g., soaps or oils)
6. Other chemical controls

7.3 Pesticide Application

7.3.1 Only City of Alameda employees or appropriate licensed contractors employed by the City who are authorized and trained in pesticide application (i.e., hold PCA, QAL, QAC, or Structural Branch Operator I, II, or III certifications/licenses or individuals working under the supervision of one of the aforementioned certificate/license holders) and who shall implement the City department's IPM standard operating procedures may apply pesticides to or within City property.

7.3.2 City of Alameda employees are not to apply pesticides during municipal operations or on City property that have been purchased at City employee expense. Each City department shall assign a responsible supervisor to identify less-toxic products to be used. If there are no less-toxic products on hand, department employees shall contact the assigned supervisor to be given approved less-toxic pesticides (i.e. Orange Guard, insecticidal soap).

7.3.3 Applicators will select and apply IPM methods that will minimize reliance on pesticides that threaten water quality, human health and the environment.

7.3.4 Existing contracts and New contracts that are entered into with pest management contractors and other appropriately licensed contractors employed to provide services that involve pesticide application at City properties after **June 30, 2010** will include requirements that the contractors follow the requirements of this City Policy on IPM and implement the most current IPM technologies and Best Management Practices.

7.4 Restricted Chemicals

7.4.1 City of Alameda employees and/or contractors employed by the City who are trained to recommend or apply pesticides will not use or promote the use of:

1. Acute Toxicity Category I chemicals as identified by the Environmental Protection Agency (EPA),

2. Organophosphate pesticides (e.g., those containing Diazinon, chlorpyrifos or malathion)
3. Pyrethroids (bifenthrin, cyfluthrin, beta-cyfluthrin, cypermethrin, deltamethrin, esfenvalerate, lambda-cyhalothrin, permethrin, and tralomethrin), carbamates (e.g., carbaryl), fipronil
4. Copper-based pesticides unless:
    a. Their use is judicious,
    b. Other approaches and techniques have been considered, and;
    c. Threat of impact to water-quality is prevented.

7.4.2 Applicators will always avoid applications of pesticides that directly contact water, unless the pesticide is registered under Federal and California law for aquatic use.

7.4.3 Pesticides that are not approved for aquatic use will not be applied to areas immediately adjacent to water bodies where through drift, drainage, or erosion, there is a reasonable possibility of a pesticide being transported into surface water.

7.4.4 Discharges of pollutants from the use of aquatic pesticides to the waters of the United States require coverage under a NPDES permit. Those City employees or appropriately licensed contractors employed by the City who apply pesticides directly to waters of the United States will obtain a NPDES permit from the California State Water Quality Resources Control Board Region 2, prior to making any pesticide applications.

7.5 Best Management Practices (BMPs)
7.5.1 This section includes additional BMPs and control measures not discussed above to protect water quality. These BMPs were previously incorporated into the City of Alameda's Best Management Practices for Pesticides, Herbicides and Fertilizers Usage, utilized by Public Works, Recreation & Parks, Housing Authority and the Golf Complex. An IPM process assists in the determination of whether or not a pesticide application is necessary.
1. Follow all federal, state, and local laws and regulations governing the use, storage, and disposal of pesticides and training of pest control advisors and applicators.
2. Use the most effective, least toxic pesticides that will do the job, provided there is a choice. The agency will take into consideration the LD_{50}, overall risk to the applicator, and impact to the environment (chronic and acute effects).
3. Apply pesticides at the appropriate time to maximize their effectiveness and minimize the likelihood of discharging pesticides in stormwater runoff. Avoid application of pesticides if rain is expected (this does not apply to the use of pre- emergent herbicide applications when required by the label for optimal results.)
4. Employ techniques to minimize off-target application (i.e. spray drift) of pesticides, including consideration of alternative application techniques. For example, when spraying is required, increase drop size, lower application pressure, use surfactants and adjuvants, use wick application, etc.
5. Apply pesticides only when wind speeds are low.
6. Mix and apply only as much material as is necessary for treatment. Calibrate application equipment prior to and during use to ensure desired application rate.

7. Do not mix or load pesticides in application equipment adjacent to a storm drain inlet, culvert, or watercourse.
8. Properly inspect applicator equipment to prevent accidental pesticide leaks, spills and hazards to applicators and the environment.

9. Meet local fire department and Alameda County Agricultural Commissioner storage requirements for pesticide products. Provide secondary containment for liquids if required.
10. Prepare spill kits, store the kits near pesticides, and train employees to use them.
11. Store pesticides and other chemicals indoors in a locked and posted storage unit, as per California Code of Regulations.
12. Store pesticides in labeled containers, as per California Code of Regulations.
13. Rinse empty pesticide/herbicide containers, and empty in the spray, as per California Code of Regulations.
14. Dispose of triple-rinsed empty pesticide containers according to recommendations of the Alameda County Agricultural Commissioner and the manufacturer.
15. Try to find a qualified user for any unwanted pesticides, or return to the manufacturer if unopened. If disposal is required, contact Alameda County's Household Hazard Waste Collection Program at (510) 670-6460 between 8:30 AM and 5:00 PM., Monday through Friday, to make appropriate disposal arrangements, or to recycle the material.
16. If changing pesticides or cleaning spray tanks, use tank rinse water as the product, over a targeted area within the application site.
17. Irrigate slowly to prevent runoff, and do not over-water.

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San Francisco Bay Conservation and Development Commission

375 Beale Street, Suite 510, San Francisco, California 94105 tel 415 352 3600 fax 888 348 5190

State of California | Gavin Newsom – Governor | info@bcdc.ca.gov | www.bcdc.ca.gov

Transmitted Via Electronic Mail

TO: BCDC Permit Holder

FROM: Lawrence J. Goldzband, Executive Director (415/352-3653; larry.goldzband@bcdc.ca.gov)

SUBJECT: Instructions for Completing BCDC Regionwide Permit No. RWP-2

Dear BCDC Permit Holder:

Enclosed please find Regionwide Permit No. RWP-2. I am issuing this regionwide permit to you as requested by your Notice of Intent to Proceed under a regionwide permit, including its accompanying exhibits, any subsequent additions or changes, and as modified by the conditions of this regionwide permit.

You must (1) **complete**[1] the acknowledgment section of the regionwide permit, which indicates that you have read and that you agree to all of the terms and conditions of the regionwide permit, and (2) **return** that entire regionwide permit to the Commission within 14 days.

Please understand that this permit authorizes you to perform only the work described in your Notice of Intent to Proceed under a regionwide permit, and no more. In addition, **no** work may commence on the project until the regionwide permit is executed and returned to the Commission. Until the Commission receives the executed regionwide permit, you do not have the necessary authorization for the work authorized under the permit. The commencement of any work within the Commission's jurisdiction without the necessary authorization from the Commission is a violation of the McAteer-Petris Act and could subject you to substantial fines.

If you have any questions concerning the regionwide permit or the procedure outlined above, please contact us at 415-352-3600 or info@bcdc.ca.gov.

[1] For your convenience, you will receive an email copy of the regionwide permit via DocuSign for your acknowledgement and e-signature.

San Francisco Bay Conservation and Development Commission

375 Beale Street, Suite 510, San Francisco, California 94105 tel 415 352 3600 fax 888 348 5190

State of California | Gavin Newsom – Governor | info@bcdc.ca.gov | www.bcdc.ca.gov

REGIONWIDE PERMIT NO. RWP-2
NOTICE OF INTENT TO PROCEED NO. NOI2025.019.00
(As Amended Through January 7, 2010)
(Reconstruction, replacement, incidental additions, and maintenance of service lines, utilities, utility cables, pipelines, and outfalls; installation of new pipelines where the majority of work would occur below the ground surface and Bay bottom; and backfilling of geotechnical or monitoring wells in the Bay, certain waterways, managed wetlands, and shoreline band)

August 7, 2025

City of Alameda
950 W Mall Sq, Suite 110
Alameda CA 94501

On March 19, 1992, the San Francisco Bay Conservation and Development Commission, by a vote of 17 affirmative, 0 negative, and 0 abstentions, approved the issuance of the original of this Regionwide Permit. On April 18, 1996, the Commission, by a vote of 17 affirmative, 0 negative, and 0 abstentions, approved Amendment No. One of this Regionwide Permit. On December 18, 2008, the Commission by a vote of 18 affirmative, 0 negative, and 0 abstentions, approved Amendment No. Two of this Regionwide Permit. On January 7, 2010, the Commission by a vote of 19 affirmative, 0 negative, and 0 abstentions, approved Amendment No. Three of this Regionwide Permit upon which your authorization is based:

I. Authorization

A. Subject to the conditions stated below, the permittee(s) is hereby authorized to do the following:

Location: In the Shoreline Band, along Shoreline Boulevard at Shell Gate and Willow Streets (at 1001, 2031, and 2101 Shoreline Blvd), Alameda, in Alameda County.

Description: Install four 4-foot-long by 5-foot-wide concrete overflow inlets and tide valves, at four existing storm drain outfalls located in the beach area along Shoreline Blvd at Shell Gate and Willow Streets, above mean sea level.

B. This authority is limited to activities undertaken at a site where activities are not already authorized by another BCDC permit and to projects that would not adversely impact: (1) the Bay; (2) Bay resources such as those that are scarce, easily disturbed or have an abundance and diversity of fish, other aquatic organisms or wildlife (such as tidal marshes or eelgrass beds); and (3) existing or possible future visual or physical public access to and along the Bay from public access areas, public roads and pathways. This authority is generally pursuant to and limited by your notice of intent to proceed under a Regionwide Permit dated May 20, 2025, including its accompanying exhibits, any subsequent additions or modifications, and all conditions of this Regionwide Permit.

C. Work authorized herein must commence within two years of the date of the transmittal of this Regionwide Permit by the Executive Director to you or the authorization of your work will lapse and become null and void. Such work must also be diligently pursued to completion and must be completed within two years of commencement, or within three years of the date of transmittal of this Regionwide Permit to you, whichever is earlier, unless an extension of time is granted by the Executive Director.

II. Special Conditions

The authorization made herein shall be subject to the following special conditions, in addition to the standard conditions in Part IV:

A. Limit of Work

Authorized work shall be built in general conformance with the plans entitled “Shell Gate Road & Willow Street Project Site Plan”, prepared by CBG civil engineers and dated May 2025, submitted as part of the application.

B. Construction Operations and Debris Removal

All construction operations shall be performed so as to minimize turbidity and the roiling of waters, to prevent construction materials from falling, washing, or blowing into any tidal areas of the Bay or drifting and presenting a navigation or pollution hazard. In the event that any such material is placed or escapes into any area subject to tidal action of the Bay, the permittee(s), its assigns or successors in interest, or the owner of the improvements shall immediately retrieve and remove such material at its expense. All construction debris shall be removed to an authorized location outside the Commission's jurisdiction and the site left in the same condition and grade as existed prior to project implementation. Any material used to backfill excavated holes and trenches shall be free of contaminants and approved for such use by the Regional Water Quality Control Board.

C. Habitat Protection

The work authorized by this Regionwide Permit shall be performed so as to prevent any significant adverse impact on any tidal marsh, tidal flat, eelgrass habitat or other sensitive Bay resources. If any unforeseen adverse impacts occur to any such area as a result of the activities authorized herein, the permittee(s) shall restore the area to or improve the area above its previous condition, which may include returning the disturbed area to its original elevation and soil composition and, if the area does not revegetate to its former condition within one year, seeding all disturbed areas with appropriate vegetation.

D. Creosote Treated Wood

No pilings or other wood structures that have been pressure treated with creosote shall be used in any area subject to tidal action in the Bay or any certain waterway, in any salt pond, or in any managed wetland within the Commission's jurisdiction as part of the project authorized herein.

E. Maintenance and Replacement of Authorized Facilities

Any in-kind repairs and maintenance of an authorized structure or improvement shall only use construction material that is approved by the Commission in consultation with the Regional Water Quality Control Board and the California Department of Fish and Game for use in San Francisco Bay. Construction shall only occur during those months of the year, as approved by the Commission in consultation with resource agencies such as U.S. Fish and Wildlife Service, Department of Fish and Game and National Marine Fisheries Service, that avoid or minimize potential impacts to fish and wildlife. BCDC staff should be contacted to confirm current restrictions.

F. Water Quality

Prior to undertaking any work authorized herein on any outfall pipe or similar facility, the permittee(s) shall receive all necessary approvals from the California Regional Water Quality Control Board, San Francisco Bay Region, for any discharge or emission from such structure.

G. Diked Wetlands Protection

No work authorized herein on culverts, outfalls, tide gates, or similar facilities shall significantly alter water management, circulation or drainage patterns or otherwise adversely affect any salt pond or other sensitive diked wetland resources.

H. **Abandonment**

If, at any time, the Commission determines that the improvements authorized herein have been abandoned for a period of two years or more, or have deteriorated to the point that public health, safety or welfare is adversely affected, the Commission may require that the improvements be removed by the permittee(s), its assigns or successors in interest, or by the owner of the improvements within 60 days or such other reasonable time as the Commission may direct.

I. **Notice to Contractor**

The permittee(s) shall provide a copy of this Regionwide Permit to any contractor or person working in concert with the permittee(s) to carry out the activities authorized herein and shall point out the special conditions contained herein.

III. **Findings**

The Commission hereby finds, declares, and certifies that:

A. **Consistency with Commission Regulations**

The projects authorized by this Regionwide Permit include installation, reconstruction, replacement and maintenance of, and incidental additions to, existing currently-used outfall pipes, service lines, utility cables, pipelines, and similar facilities that do not involve any substantial enlargement or any substantial extension into the Bay, into certain waterways, managed wetlands or the 100-foot shoreline band and the installation of new pipelines where the majority of work would occur below the ground surface or Bay bottom. Such projects have been authorized by the Commission as qualifying for a Regionwide Permit because they involve repairs to outfall pipes approved by the California Regional Water Quality Control Board, San Francisco Bay Region, utility cables on or under the bottom of the Bay, and similar facilities, as defined in Regulation Sections 10601(a)(4), 10601(a)(5), 10601(a)(6), 10601(b)(1) and 10601(b)(5), or activities similar to those described above, as defined in Regulation Section 10601(e)(3), and thus are equivalent to a “minor repair and improvement” and qualify for authorization under a Regionwide Permit that may be issued by the Commission and approved by the Executive Director, pursuant to Government Code Section 66632(f) and Regulation Sections 11700 and 11713.

B. **Consistency with McAteer-Petris Act and San Francisco Bay Plan**

The project authorized by this permit is consistent with the McAteer-Petris Act and with the *San Francisco Bay Plan* in that it will not adversely affect the Bay nor public access to and enjoyment of the Bay. Special conditions have been included to assure that project construction, materials and the improvements themselves will not adversely affect the Bay’s natural resources, water quality or navigation and that any deteriorated

improvements will be removed if they adversely impact the Bay's natural resources, water quality, or pose a navigation hazard, as required by the *San Francisco Bay Plan* policies on fish, other aquatic organisms, and wildlife, tidal marshes and tidal flats, water quality, and navigational safety.

C. Consistency with Coastal Zone Management Act

The activities authorized herein are consistent with the Commission's Amended Management Program for San Francisco Bay, as approved by the Department of Commerce under the Federal Coastal Zone Management Act of 1972, as amended.

D. Consistency with California Environmental Quality Act

California Public Resources Code Section 21084 provides that the California Environmental Quality Act (CEQA) guidelines shall include a list of classes of projects that have been determined not to have a substantial adverse impact on the environment and are therefore exempt from the requirements of CEQA. This list of "categorical exemptions" is located at 14 Cal. Admin. Code Sections 15300 through 15329. Section 15301 (Class 1) exempts the operation, repair, maintenance or minor alteration of existing public or private structures or facilities that involve negligible or no expansion of previous use. Section 15302 (Class 2) exempts the replacement or reconstruction of existing structures or facilities where the new structure will be located on the same site as the structure being replaced and will have substantially the same purpose and capacity as the replaced structure. Section 15303 (Class 3) exempts the construction of limited numbers of new, small facilities or structures, and subsection (e) specifically exempts accessory structures. The Commission's own regulations provide that the Commission need not prepare an environmental assessment before it issues a permit for a project that falls within the list of categorically exempt activities (14 Cal. Admin. Code Section 10910). This Regionwide Permit is therefore categorically exempt because it authorizes only reconstruction and replacement of, and incidental additions to, existing, currently used outfall pipes, service lines, utility cables, pipelines, and similar facilities that do not involve any substantial enlargement or any substantial extension into the Bay.

E. Listing with the Commission

The Commission staff will prepare a description and indicate the location of any project authorized under this Regionwide Permit, along with the name and address of the permittee(s), and attach such information to the listing of administrative permits, marsh development permits, and federal consistency actions that is sent to the Commission, following the Executive Director's approval of the project under this Regionwide Permit.

F. Enforcement Program and Civil Penalties

The Commission has an enforcement program that reviews its permits for compliance. The Commission may issue cease and desist and civil penalty orders if violations are discovered. The McAteer-Petris Act provides for the imposition of administrative civil penalties ranging from $10 to $2,000 per day up to a maximum of $30,000 per violation. The Act also provides for the imposition of court-imposed civil penalties of up to $30,000 in addition to any other penalties, penalties for negligent violations of between $50 and $5,000 per day, knowing and intentional penalties of between $100 and $10,000 per day, and exemplary penalties, which are supplemental penalties, in an amount necessary to deter future violations. In addition, anyone who places fill, extracts materials, or makes any substantial change in use of any water, land or structure within the area of the Commission's jurisdiction without securing a permit from the Commission is guilty of a misdemeanor.

IV. Standard Conditions

A. Permit Execution

This Regionwide Permit shall not take effect unless the permittee(s) executes the original of this Regionwide Permit and returns it to the Commission within 14 days after the date of the issuance of the Regionwide Permit. No work shall be done until the acknowledgment is duly executed and returned to the Commission..

B. Permit Assignment

The rights, duties, and obligations contained in this Regionwide Permit are assignable. When the permittee(s) transfers any interest in any property either on which the activity is authorized to occur or which is necessary to achieve full compliance of one or more conditions to this Regionwide Permit, the permittee(s)/ transferor and the transferee shall execute and submit to the Commission a permit assignment form acceptable to the Executive Director. An assignment shall not be effective until the assignee executes and the Executive Director receives an acknowledgment that the assignee has read and understands the Regionwide Permit and agrees to be bound by the terms and conditions of the Regionwide Permit, and the assignee is accepted by the Executive Director as being reasonably capable of complying with the terms and conditions of the Regionwide Permit.

C. Permit Runs With the Land

Unless otherwise provided in this Regionwide Permit, the terms and conditions of this Regionwide Permit shall bind all future owners and future possessors of any legal interest in the land and shall run with the land.

D. Other Government Approvals

All required permissions from governmental bodies must be obtained before the commencement of work; these bodies include, but are not limited to, the U. S. Army Corps of Engineers, the State Lands Commission, the Regional Water Quality Control Board, and the city or county in which the work is to be performed, whenever any of these may be required. This Regionwide Permit does not relieve the permittee(s) of any obligations imposed by State or Federal law, either statutory or otherwise.

E. Built Project must be Consistent with Application

Work must be performed in the precise manner and at the precise locations indicated in your application, as such may have been modified by the terms of the Regionwide Permit and any plans approved in writing by or on behalf of the Commission.

F. Life of Authorization

Unless otherwise provided in this Regionwide Permit, all the terms and conditions of this Regionwide Permit shall remain effective for so long as the Regionwide Permit remains in effect or for so long as any use or construction authorized by this Regionwide Permit exists, whichever is longer.

G. Commission Jurisdiction

Any area subject to the jurisdiction of the San Francisco Bay Conservation and Development Commission under either the McAteer-Petris Act or the Suisun Marsh Preservation Act at the time the Regionwide Permit is granted or thereafter shall remain subject to that jurisdiction notwithstanding the placement of any fill or the implementation of any substantial change in use authorized by this Regionwide Permit. Any area not subject to the jurisdiction of the San Francisco Bay Conservation and Development Commission that becomes, as a result of any work or project authorized in this Regionwide Permit, subject to tidal action shall become subject to the Commission's "bay" jurisdiction.

H. Changes to the Commission's Jurisdiction as a Result of Natural Processes

This Regionwide Permit reflects the location of the shoreline of San Francisco Bay when the Regionwide Permit was issued. Over time, erosion, avulsion, accretion, subsidence, relative sea level change, and other factors may change the location of the shoreline, which may, in turn, change the extent of the Commission's regulatory jurisdiction. Therefore, the issuance of this Regionwide Permit does not guarantee that the Commission's jurisdiction will not change in the future.

I. Violation of Permit May Lead to Permit Revocation

Except as otherwise noted, violation of any of the terms of this Regionwide Permit shall be grounds for revocation. The Commission may revoke any permit for such violation after a public hearing held on reasonable notice to the permittee(s) or its assignee if the permit has been effectively assigned. If the Regionwide Permit is revoked, the Commission may determine, if it deems appropriate, that all or part of any fill or structure placed pursuant to this Regionwide Permit shall be removed by the permittee(s) or its assignee if the Regionwide Permit has been assigned.

J. Should Permit Conditions Be Found to be Illegal or Unenforceable

Unless the Commission directs otherwise, this Regionwide Permit shall become null and void if any term, standard condition, or special condition of this Regionwide Permit shall be found illegal or unenforceable through the application of statute, administrative ruling, or court determination. If this Regionwide Permit becomes null and void, any fill or structures placed in reliance on this Regionwide Permit shall be subject to removal by the permittee(s) or its assignee if the Regionwide Permit has been assigned to the extent that the Commission determines that such removal is appropriate. Any uses authorized shall be terminated to the extent that the Commission determines that such uses should be terminated.

K. Permission to Conduct Site Visit

The permittee(s) shall grant permission to any member of the Commission's staff to conduct a site visit at the subject property during and after construction to verify that the project is being and has been constructed in compliance with the authorization and conditions contained herein. Site visits may occur during business hours without prior notice and after business hours with 24-hour notice.

Executed at San Francisco, California, on behalf of the San Francisco Bay Conservation and Development Commission on the date first above written.

DocuSigned by:
Larry Goldzband
FD166E908010417...

LAWRENCE J. GOLDZBAND
Executive Director
San Francisco Bay Conservation and
Development Commission

LJG/SF/mm

cc: U. S. Army Corps of Engineers, Attn: Regulatory Functions Branch

San Francisco Bay Regional Water Quality Control Board,
Attn: Certification Section
Environmental Protection Agency
City of Alameda Planning Department

* *

Receipt acknowledged, contents understood and agreed to:

Executed at 11:46 AM

City of Alameda
Permittee

On 8/7/2025

By: Signed by: Erin Smith 325158B32737491...

Erin Smith
Print Name

Public Works Director
Title

East Bay Regional Park District
Healthy Parks Healthy People

Temporary Park Access Permit
Major

PERMIT NUMBER: 025T-25

START DATE	04-16-2026	END DATE	09-01-2026	APP FEE	$100.00

LOCATION	Crown Beach		
PERMITTEE (COMPANY)	City of Alameda		
ADDRESS	950 W Mall Square Alameda, CA 94501		
CONTACT PERSON	Erin Smith		
CONTACT PHONE	(510) 747-7938	CONTACT EMAIL	esmith@alamedaca.gov

PARK SUPERVISOR	Dave Mecchi	PHONE	(510) 544-3171

ITEMIZED PERMIT FEES & DEPOSIT		
Fee Type	**Quantity**	**Amount**
Review Fee - Major	1	$975.00
Temporary Park Use Fee (Days)	122	$12,200.00
Inspection Fee (Weeks)	18	$3,600.00
TOTAL PERMIT FEES (does not include Application Fee)		**WAIVED**
REQUIRED DEPOSIT		**WAIVED**
GRAND TOTAL (FEES + DEPOSIT) (does not include Application Fee)		**WAIVED**

CONDITIONS:

1. No project work shall commence until all necessary permits and environmental clearances have been obtained. It shall be the sole responsibility of the Permittee to obtain all necessary permits and authorizations for the proposed activities.
2. At least one week prior to the commencement of work, the Permittee shall contact the Park Supervisor listed above to coordinate access. Work during wet, storm or elevated fire hazard conditions shall be at the discretion of the Park Supervisor.
3. The District has discretionary authority to suspend, modify, or revoke authorization of this Permit in the event of non-compliance and violation(s) of Permit Conditions.
4. Permittee shall provide the District all pertinent regulatory permits and authorizations from the appropriate federal and state agencies.

5. In the event of conflict or inconsistency between the Permittee's contract documents, regulatory and environmental permit conditions, and Conditions of this Permit, the most stringent conditions shall prevail.
6. All work performed shall be consistent with Temporary Park Access Permit Application, all documents submitted to the Park District, and Supplementary Condition(s).
7. Prior to the commencement of work the Permittee, Permittee's Contractor, and any Subcontractor(s) shall provide and maintain Liability and Workers Compensation Insurance. See page 4 "Insurance Requirements".
8. Permittee and agree to indemnify, hold harmless, defend and protect Park District, its officers, directors, agents, employees, invitees (each of which is an indemnitee) from and against any and all claims, losses, damages, demands, liabilities, suits, costs, expenses (including attorneys' fees), penalties, judgments, or obligations whatsoever for or in connection with injury (including death) or damage to any person or the loss or damage of property to whomsoever belonging or pecuniary or monetary loss resulting from, arising out of, or in any way related to activity conducted by or the omission of Permittee or Permittee's Contractor, including but not limited to Permittee's or Permittee's Contractor's development, construction, occupation, use, operation, maintenance and/or removal of the property, premises, or any facilities or operations thereon, including events occurring on or off the property, premises, or facilities, regardless of how the injury or damage was caused or suffered, unless the injury or damage resulted from the sole negligence or the intentional and willful misconduct of the Park District, its officers, directors, agents or employees.
9. All work performed within the parkland shall conform to recognized standards of construction.
10. Permittee agrees to restore any park facility disturbed to its pre-construction/project condition. The Park District may elect to make repairs and charge the Permittee the cost thereof. At the Permittee's sole expense, the Permittee shall provide a pre-construction photo and/or video record to document the site conditions before the start of the work.
11. Prior to any grading, trenching, digging, ditching, drilling, augering, tunneling, scraping or any other type of excavation, the Permittee shall provide the Park District with an initial inquiry identification number from Underground Service Alert.
12. Survey monuments shall be protected. Any survey monuments or property corners removed or disturbed shall be replaced at the Permittee's sole expense using survey practices acceptable to the Park District.
13. Permittee, Permittee's Contractor, and any Subcontractor(s) shall implement standard erosion control practices at every site.
14. Permittee shall implement the following invasive weed BMP's:
    - Permittee shall use only weed-free straw mulch. No monofilament plastic mesh or line will be used for erosion control.
    - Permittee shall wash all project equipment, prior to entering the work area. All vehicles shall be cleaned of dirt and debris.
    - Permittee shall incorporate topsoil salvage into the excavation efforts. The top 2-3 inches of soil will be scraped/excavated and placed in a separate location from all other excavated material. Upon the completion of Construction, the salvaged topsoil will be placed back over the excavated area.
15. If hazardous waste is transported, Permittee shall provide the appropriate copy of the Uniform Hazardous Waste Manifest to the Park District.
16. Upon completion of the work all debris, scraps, material, etc., shall be removed from the parkland.
17. No construction material shall be stored, nor equipment parked on Park District land.
18. After both entering and exiting East Bay Regional Park District property, all gates must be closed and locked immediately.
19. All vehicles traveling on Park District land shall be limited to speeds not to exceed 15 MPH. All vehicles shall yield right of way to park and trail users.
20. The Permittee shall cease work in the vicinity of any archaeological resources that are revealed and notify the Park District immediately. A qualified archaeologist, retained by the Permittee, will evaluate the situation, and make recommendations to the Park District concerning the continuation of the work.

All resulting recommendations shall be incorporated in the work at no additional cost to the Park District.

21. The Permittee is responsible for meeting all requirements of the California Public Resources Code, Sections 4427 and 4431. See page 5 "California Public Resources Code, Sections 4427 and 4431."
22. Fire Season Restrictions typically apply to projects in parklands from April Through November. See attached "East Bay Regional Park District Fire Season Restrictions."
23. Permittee shall review Conditions of this Permit with all employees and subcontractors prior to any work.
24. This Permit allows temporary trail or road closure only where allowed by Park Supervisor.
25. The worksite shall be enclosed by suitable barricades, fencing, signs, and lights, as approved by Park District Representative, to warn and protect public and traffic effectively.
26. Excavations made within the limits of the parklands shall be backfilled or securely covered before leaving work for the night.
27. Permittee shall provide the Park District with copies of any reports or findings made as a result of this access.
28. Permittee shall provide the Park District with GIS data for any underground or above ground utilities installed or repaired under this Permit. The data shall be provided in the ESRI Shapefile format (.shp).
29. Smoking and/or vaping is prohibited on Park District property.
30. This Permit does not authorize tree trimming or tree removal, unless specified in the attached "Supplementary Conditions."
31. **Inspections, Project Close Out & Final Inspection**
    - A Park District Representative, Contract & Access Permit Supervisor or assigned Inspector ("Park District Representative") shall inspect the site for compliance of Permit Conditions.
    - At the end of the project, The Park District Representative and Permittee's Representative shall schedule an onsite inspection to establish a Contractor's punch list for returning the land to conditions acceptable to the Park District. The Park District Representative shall have final authority in making a determination that land has been returned to an acceptable condition.
    - **Final inspection can be scheduled by contacting the Park Supervisor.**
32. **Deposit.** A deposit of two (2) times the total fees may be collected prior to commencement of work. All or some of the required deposit may be retained for violation of any of the Conditions of this Permit, and/or for payment of assessed penalties. Within 30 days of a satisfactory inspection by the Park District Representative, the deposit will be refunded.
33. **Penalties.** Following Permit issuance, any violation of Permit Conditions shall be subject to a penalty of $1,500 plus two (2) times the Permit Fees plus staff cost **per day**.
34. **A copy of this fully executed Temporary Park Access Permit must be on site at all times and presented to East Bay Regional Park District personnel upon request.**

Subject to the above Conditions and Supplementary Conditions, Temporary Park Access Permit 025T-25 is hereby issued to provide access to Crown Beach for the purpose of:

To install four overflow inlets on four storm outfalls between Shell Gate Road and Willow Street and rehabilitate the four outfalls from Shoreline Drive to the newly installed inlets, using a trenchless methodology.

Fire Restrictions apply. See EBRPD Fire Season Restrictions below.

Supplementary Conditions: S01 – S02 (Page 9)

INSURANCE REQUIREMENTS

Prior to the commencement of work, the Permittee, Permittee's Contractor, and any Subcontractor(s) shall provide and maintain:

1. Commercial General Liability Insurance, occurrence form, with a limit of not less than **$2,000,000 for each occurrence**. If such insurance contains a general aggregate limit, either it shall apply separately to this Temporary Park Access Permit or be no less than **two (2) times the occurrence limit**.
2. Automobile Liability Insurance, occurrence form, with a limit of not less than **$1,000,000 for each occurrence**. Such occurrence shall include coverage for owned, hired and non-owned automobiles.
3. Builder's Risk, Special Hazards, or other coverage may be required, as provided in the Supplementary Conditions or other written communication from the East Bay Regional Park District ("Park District").
4. General Provisions for all insurance:
    a. All insurance shall include the Park District, its elected and appointed officers, employees, and volunteers as additional insureds with respect to this Temporary Park Access Permit and the performance of the Description of Project/Activity on the Temporary Park Access Permit and Permit Application. The coverage shall contain no special limitations on the scope of its protection to the above-designated insureds.
    b. General liability insurance shall be **primary and non-contributory** with respect to any insurance or self-insurance programs of the Park District, its boards, commissions, officers, agents, employees, and volunteers.
    c. All insurance shall be evidenced, prior to commencement of services, by properly executed **policy endorsements** in addition to a certificate of insurance.
    d. In addition to requiring that the Permittee, Permittee's Contractor, and any Subcontractor(s) provide an insurance certificate showing the levels and types of coverage required for the project or contract, the Park District also requires the Permittee, Permittee's Contractor, and any Subcontractor(s) to provide the Park District with a copy of the actual endorsements (a document that modifies the terms of the underlying policy and is issued by the insurance company itself, rather than a broker) to the commercial, general, automobile, and excess liability insurance policies that show the Park District, its boards, commissions, officers, agents, and employees have been named as additional insureds by the insurers.
    e. If the Permittee, Permittee's Contractor, and any Subcontractor(s) maintain broader coverage and/or higher limits than the minimums shown above, the District requires and will be entitled to the broader coverage and/or higher limits maintained by the Permittee, Permittee's Contractor, and any Subcontractor(s).
5. Workers Compensation Insurance: Statutory coverage for Workers' Compensation Employer's Liability (**$500,000 per accident**). Workers' Compensation shall comply with California Labor Code Section 3700 and contain a **waiver of subrogation** in favor of the Park District.
6. No changes in insurance may be made without the approval of the Park District.
7. Notice of Cancellation. The Park District requires thirty (30) days written notice of cancellation of any insurance required by this Permit. Additionally, the notice statement on the certificate should not include the wording "endeavor to" or "but failure to mail such notice shall impose no obligation or liability upon the company, its agents or representatives" (or similar wording).

California Public Resources Code, Sections 4427 and 4431.

SECTION 4427. During any time of the year when burning permits are required in an area pursuant to this article, no person shall use or operate any motor, engine, boiler, stationary equipment,

welding equipment, cutting torches, tarpots, or grinding devices from which a spark, fire, or flame may originate, which is located on or near any forest-covered land, brush-covered land, or grass-covered land, without doing both of the following:

(a) First clearing away all flammable material, including snags, from the area around such operation for a distance of 10 feet.
(b) Maintain one serviceable round point shovel with an overall length of not less than forty-six (46) inches and one backpack pump water-type fire extinguisher fully equipped and ready for use at the immediate area during the operation.

This section does not apply to portable power saws and other portable tools powered by a gasoline-fueled internal combustion engine.

SECTION 4431. During any time of the year when burning permits are required in an area pursuant to this article, no person shall use or operate or cause to be operated in the area any portable saw, auger, drill, tamper, or other portable tool powered by a gasoline-fueled internal combustion engine on or near any forest-covered land, brush-covered land, or grass-covered land, within 25 feet of any flammable material, without providing and maintaining at the immediate locations of use or operation of the saw or tool, for firefighting purposes one serviceable round point shovel, with an overall length of not less than 46 inches, or one serviceable fire extinguisher. The Director of Forestry and Fire Protection shall by administrative regulation specify the type and size of fire extinguisher necessary to provide at least minimum assurance of controlling fire caused by use of portable power tools under various climatic and fuel conditions.

The required fire tools shall at no time be farther from the point of operation of the power saw or tool than 25 feet with unrestricted access for the operator from the point of operation.

EAST BAY REGIONAL PARK DISTRICT FIRE SEASON RESTRICTIONS
Sections 01.16-01.19

The East Bay Regional Park District (EBRPD) restricts activities that can be performed in the parks during the fire season based on the level of fire danger. EBRPD typically announces the start of the Fire Season in May of each year and usually doesn't end the season until November, depending on weather and fuel conditions. **This section applies to work occurring during the declared Fire Season and during any Level I, Level II, or Red Flag conditions**. It is the responsibility of the Contractor to follow these requirements and to contact the District Representative for clarification.

01.16 General Fire Season Requirements

.1 No smoking or vaping: on the East Bay Regional Park District property.

.2 Emergency Notification: Contractors shall maintain at least one working cell phone, radio, or satellite phone capable of communicating in case of an emergency, such as medical or fire incident. In an emergency, call 911 then notify the EBRPD Communications Center by calling 510-881-1833.

.3 Vehicle use: Contractor must remain on improved roads when driving between work sites. No cross country or off-road driving is permitted. All vehicles must be parked on paved or dirt improved areas near the work site to minimize igniting grass.

.4 Spark Arresters: Spark arresters affixed to the exhaust system of engines or vehicles shall not be mounted in a manner as to allow flames or heat from the exhaust system to ignite any flammable material.

.5 Fueling Equipment: When fueling equipment, allow it to cool in an area where there is no flammable vegetation that can be ignited by the hot exhaust, preferably in a dirt or paved area.

.6 Equipment Requirements mobile/on-site: Provide at least one serviceable round-point shovel with an overall length of not less than 46 inches and one five-gallon water fire extinguisher or backpack pump. Unless otherwise noted, The Contractor shall provide and maintain a fire pump with a minimum of 350 gallons of water and a 1-inch hose line in the immediate work area. The hose line must be a minimum of 50 feet in length with an adjustable combination nozzle that can provide a fog pattern and straight stream capability of 50 gallons per minute.

.7 Fire Department monitoring: An EBRPD Fire Department representative may be on-site for initial start of work and may make periodic inspections.

.8 Applicable laws and Regulations: California Public Resource Code Sections 4442 & 4443 Spark arrester & muffler requirements; 4427 Clearance & equipment requirements. California Health and Safety Code Sections 13001 Causing Fire; 13005 Use of Hydrocarbon Engine without Exhaust Spark Arrester; 13007 & 13009 liability.

01.17 The Park District will determine when weather and wildland fuel conditions increase fire danger to Very High (Level 1) or Extreme (Level 2) in certain Fire Danger

Rating Areas (FDRA's) on a daily basis. The District's Fire Danger Rating Areas Map and park locations can be found on the District's website at:

https://www.ebparks.org/public-safety/fire/fire-danger-levels-restrictions

The Contractor shall check the Park District's website or call the recorded phone message at 510-544-3059 to check if there are any Level 1, Level 2 Restrictions or park closures resulting from a Red Flag Warning issued by the National Weather Service (Section 01.18). Information is updated by 6:00 pm for the following day.

.1 EBRPD Fire Season Level 1 Restrictions, Very High Fire Danger

1. Vehicles are restricted to driving only on designated roadways; no cross-country or off-road driving is permitted.
2. No use of combustion powered equipment (e.g., mowers in rough areas, weed eaters, chain saws, welders and generators) outside of irrigated areas, designated campgrounds or developed recreational areas is allowed unless the Extra Protection Fire Safety Measures listed below (Section 01.19) are implemented.
3. Maintenance of irrigated areas and road grading are permitted.
4. Prepare and check all fire equipment for readiness.

.2 EBRPD Fire Season Level 2 Restrictions, Extreme Fire Danger

1. Vehicles are restricted to driving only on designated roadways; no cross-country or off-road driving is permitted.
2. No use of combustion powered equipment (e.g., mowers in rough areas, weed eaters, chain saws, welders, and generators) outside of irrigated areas, designated campgrounds or developed recreational areas is allowed unless the Extra Protection Fire Safety Measures listed below (Section 01.19) are implemented.
3. Prepare and check all fire equipment daily for readiness.

01.18 National Weather Service Red Flag Warning: NO work within or adjacent to grass, bush or forest covered areas shall occur within 24 hours of a predicted red flag event as determined by the National Weather Service: https://www.weather.gov

.1 Red Flag Warning and Reduced Suppression Resources

1. The park will be closed, and no Contractor access will be allowed, during Red Flag conditions when EBRPD Fire Department has determined that adequate fire suppression resources are not available.
2. Park closures will be noted on the Park District website and recorded message as listed above (Section 01.17).

.2 A representative of the EBRPD Fire Department or other fire jurisdiction having authority may direct work to stop at any time.

01.19 Extra Protection Fire Safety Measures: The Contractor shall submit an Extra Protection Fire Safety Measures Plan clearly describing how the measures below will be

implemented. No **welding, cutting, grading, grinding, and mowing (WCGGM)**, or other activity potentially creating a fire hazard, is allowed until this plan has been approved by the Park District. The following is intended as a guideline for the operational procedures to be used by Contractors when performing **WCGGM,** within or adjacent to grass, bush or forest covered areas at any time during the fire season in the Park District:

.1 Weather sampling: Prior to commencement of WCGGM, a weather sampling shall be conducted at the work site utilizing a weather device such as "Kestrel," capable of monitoring temperature, wind, and relative humidity (RH).

.2 Additional weather samplings: will be conducted every two (2) hours thereafter until completion of the operation.

1. Temperature: If the ambient temperature reaches 80 degrees Fahrenheit at any time during the operation, weather sampling must be taken hourly.
2. In the event that the following readings are noted, **WCGGM OPERATIONS WILL CEASE IMMEDIATELY** when the ambient air temperature reaches 80 degrees Fahrenheit or above,
   AND either:
   1. The relative humidity is at or below 30 percent,
      OR
   2. Sustained wind speeds reach 10 mph or higher
3. Note that adjusting to an earlier scheduled work time may be necessary to avoid the worsening afternoon fire conditions.
4. The Contractor shall record the Relative Humidity (RH), ambient temperature and wind speed into a daily log.

.3 Active fire monitoring during welding, cutting, or grinding operations: Contractor is required to provide active fire monitoring, which minimally consists of a non-divertible fire pump with a minimum of 350 gallons of water and a 1-inch hose line in the immediate work area. The hose line must be a minimum of 50 feet in length with an adjustable combination nozzle that can provide a fog pattern and straight stream capability of 50 gallons per minute.

.4 Wetting area during cutting, grinding, or welding: Contractor must adequately wet the work area with water utilizing a water truck or equivalent portable water source to eliminate potential fire ignition. Contractors must also monitor the area for drying conditions, apply additional water as necessary and monitor work area for any signs of fire ignition following WCGGM operations.

.5 Fire clearance during cutting, grinding, or welding: Contractor must provide a minimum of 20 feet of fire clearance around each welding area with a fireproof barrier and/or clearing down to bare soil.

.6 Active fire watch during mowing or grading operations: Contractor shall provide active fire patrol following behind the mower or ground engaging equipment (grader, dozer, etc.), which minimally consists of a non-divertible pickup truck equipped with a fire pump with a minimum of 350 gallons of water with a 1-inch hose line, staffed with at least one person in the pickup truck. The hose line must be a minimum of 100 feet in length with an adjustable combination nozzle that can provide a fog pattern and straight stream capability of 50 gallons per minute.

East Bay Regional Park District
Healthy Parks Healthy People

Temporary Park Access Permit
Major

PERMIT NUMBER:
025T-25

All Supplementary Conditions	The purpose of the Supplementary Conditions is to amend the Temporary Park Access (TPA) Permit Conditions to establish certain conditions to the control and execution of this TPA Permit. By signing the TPA Permit, Permittee acknowledges that it has read, and agrees to be bound by all permit conditions, including but not limited to the Supplementary Conditions contained herein.
S01 ACCESS	Permittee, Permittee's Contractors, and any Subcontractor(s) construction window is between April 16 – September 1, 2026 due to Snowy Plovers in the project areas.
S02 PROFESSIONAL AND POLLUTION LIABILITY	The District will waive the Permittee's requirement to carry Professional Liability and/or Pollution Legal Liability Insurance if neither are procured and maintained. However, the Permittee must ensure that the Contractor and any subcontractors performing professional services (such as engineering, surveying, or design) carry Professional Liability Insurance. Permittee must also ensure that the Contractor and any subcontractors conducting field activities that involve digging, transporting hazardous materials, or similar operations carry Pollution Liability Insurance. All applicable Contractors and subcontractors must name both the East Bay Regional Park District (as site owner) and the Permittee as Additional Insured on their respective policies. These requirements will be included as conditions in the final permit.

Attachment A

PERFORMANCE BOND

Contract No.: _____

Bond No.: _____

KNOW ALL PERSONS BY THESE PRESENTS,

THAT WHEREAS, the City of Alameda, ("City" as the primary Obligee) has awarded to _____ ("Principal"), _____ (as amended from time to time, the "Contract"), which Contract is specifically incorporated by reference in this bond, for _____ _____Project (the "Project");

AND WHEREAS, it is one of the conditions of the Contract that these presents shall be executed;

NOW THEREFORE, we the undersigned Principal and _____ _____ (the "Surety"), an admitted surety insurer in the State of California, are held and firmly bound unto the City, in the sum of _____ _____ Dollars ($_____), we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

1. The Contract is incorporated by reference in this Bond. Unless the context otherwise requires, capitalized terms used but not separately defined in this Bond have the meaning given to them in the Contract.

2. If the Principal, or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and well and truly keep and perform all covenants, conditions, agreements, obligations and work under the Contract, including any and all amendments, supplements, and alterations made to the Contract as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify, defend and save harmless the City and all other Indemnified Parties, as therein stipulated, then this obligation shall become and be null and void; otherwise, it shall be and remain in full force and effect.

3. This Bond shall cover the cost to perform all the obligations of the Principal pursuant to the Contract.

4. The obligations covered by this Bond specifically include the performance of each and every obligation of Principal under the Contract including its liability for Liquidated Damages and warranties as specified in the Contract, but not to exceed the Bonded Sum.

5. The Surety agrees that no change, extension of time, alterations, additions, omissions or other modifications of the terms of any of the Contract, or in the work to be performed with respect to the Project, or in the specifications or plans, or any change or modification of any terms of payment or extension of time for any payment pertaining or relating to any of the Contract, or any rescission or attempted rescission of this Bond, solely due to acts of Principal, or any fraud practiced by any other person other than the City seeking to recover from this Bond, shall in any way affect its obligations on this Bond, and it hereby waives notice of such changes, extension of time, alterations, additions, omissions or other modifications.

6. The Surety agrees that payments made to contractors and suppliers to satisfy claims on the payment bond do not reduce the Surety's legal obligations under this Bond. Payments made to contractors or suppliers under any agreement where the Surety has arranged for completion of the work to satisfy this Bond will not be considered payment bond claims.

7. Whenever Principal is in default under the Contract, provided that the City is not then in material default under the Contract, the Surety shall promptly:

(a) remedy such default, or

(b) complete the work and perform the obligations covered by this Bond in accordance with the terms and conditions of the Contract then in effect, or

(c) select a contractor or contractors to complete all work and perform all obligations covered by this Bond for which a notice to proceed has been issued in accordance with the terms and conditions of the Contract, using a contractor or contractors approved by the City (provided, however, that the Surety may not select Principal or any affiliate of Principal tocomplete the work and perform the obligations for and on behalf of the Surety without the City's express written consent, in its sole discretion), arrange for a contract that contains substantially the same terms and conditions of the Contract between such contractor or contractors and the City, and make available as work progresses (even though there should be a default or a succession of defaults under such contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the unpaid balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety is liable hereunder, the Bonded Sum.

8. If Surety does not proceed as provided in Paragraph 7 of this Bond with reasonable promptness, Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the City to Surety demanding that Surety perform its obligations under this Bond, and the City shall be entitled to enforce any remedy available to the City.

9. The guarantees contained herein shall survive Final Acceptance of the Work called for in the Contract with respect to those obligations of Principal which survive such Final Acceptance.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this ____ day of _____, 20____.

Correspondence or claims relating to this Bond should be sent to the Surety (or Sureties at the following address:

_____

_____

_____

_____

_____

(Principal's name, title, and signature)

_____

_____

Surety

_____

By:_____

Attorney-in-Fact

NOTE: Signatures of those executing for the Surety must be properly acknowledged, and a Power of Attorney attached.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On_____before me,_____, a notary public, personally appeared_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (Seal)

PAYMENT BOND

Contract No.: _____

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS,

THAT WHEREAS, the City of Alameda ("the City" as the primary obligee) has awarded to _____ ("Principal"), a _____ Contract (as amended from time to time, the "Contract") for the _____ (the "Project");

AND WHEREAS, it is one of the conditions of the Contract that these presents shall be executed;

NOW THEREFORE, we the undersigned Principal and _____ _____(the "Surety"), an admitted surety insurer in the State of California, are held and firmly bound unto the City, in the sum of _____ Dollars ($_____), we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

1. The Contract is incorporated by reference in this Bond. Unless the context otherwise requires, capitalized terms used but not separately defined in this Bond have the meaning given to them in the Contract. If said Principal, or its subcontractors, or their respective heirs, executors, administrators, successors or assigns, shall fail to pay:

(a) any of the persons named in California Civil Code section 9100 involved in prosecution of the Work, including the design and engineering services or construction services, as provided for in the Contract, or

(b) any amounts due under the Unemployment Insurance Code, with respect to work or labor performed by such claimant under the Contract or subcontracts, or

(c) any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Principal and its subcontractors pursuant

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to Revenue and Taxation Code Section 18662 et seq. with respect to such work and labor, or

(d) anyone required to be paid by law,

then the Surety herein shall pay for the same, in an aggregate amount not exceeding the sum specified in this Bond, otherwise the above obligation shall be null and void. In case suit is brought upon this Bond, the Surety will pay reasonable attorney's fee to be fixed by the court.

2. This Bond shall inure to the benefit of any of the persons named in Civil Code section 9100 or anyone required to be paid by law under the Contract so as to give a right of action to such persons or their assigns in any suit brought upon this Bond.

3. The Surety agrees that no change, extension of time, alterations, additions, omissions or other modifications of the terms of the Contract, or in the work to be performed with respect to the Project, or in the specifications or plans, or any change or modification of any terms of payment or extension of time for any payment pertaining or relating to the Contract, or any rescission or attempted rescission of this Bond, solely due to acts of Principal, or any fraud practiced by any other person other than the claimant seeking to recover from this Bond, shall in any way affect its obligations on this Bond, and it hereby waives notice of such changes, extension of time, alterations, additions, omissions or other modifications.

4. This Bond shall cover all payment obligations under the Contract.

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IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, 20___.

Correspondence or claims relating to this Bond should be sent to the Surety (or Sureties at the following address:

_____

_____

_____

_____

_____

(Principal's name, title, and signature)

_____ Surety

By: _____

_____

Attorney-in-Fact

NOTE: Signatures of those executing for the Surety must be properly acknowledged, and a Power of Attorney attached.

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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On_____before me,_____, a notary public, personally appeared_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (Seal)

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