

CITY OF ALAMEDA  
SPECIFICATIONS AND PLANS  
FOR

Raised Median and Curb Bulb-Out

On Grand Street at Wood School

No. P.W. 03-14-16  
SR2SL-5014(039)

May 2014

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BID DUE DATE:  
LOCATION:

Thursday, June 12, 2014, at 2:00 p.m.  
Public Works Department  
950 W. Mall Square, Room 110  
Alameda, CA 94501

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Ed Sommerauer  
Acting City Engineer

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CITY OF ALAMEDA, CALIFORNIA

SPECIFICATIONS, SPECIAL PROVISIONS AND PLANS  
FOR  
PUBLIC WORK

SECTION I. PROPOSAL AND CONTRACT REQUIREMENTS

A. GENERAL INFORMATION. The City of Alameda will receive sealed bids at the time and place specified in the advertisement calling for bids for:

Raised Median and Curb Bulb-Outs  
On Grand Street at Wood School  
No. P.W. 03-14-16  
SR2SL-5014(039)

Plans, specifications, and proposal forms for bidding this project can only be obtained at City Hall West, Public Works Department, 950 W. Mall Square, Room 110, Alameda, CA 94501.

**NONREFUNDABLE FEE OF \$60 PER SET  
(\$75.00 FOR SHIPPING & HANDLING, IF MAILED)**

**Payment must be in the exact amount in either cash or check. Make checks payable to City of Alameda.**

B. EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS AND SITE OF WORK. The bidder is required to examine carefully the site and the proposal, plans, specifications and contract forms for the work contemplated, and it will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of the specifications, the special provisions and the contract.

C. DESIGNATIONS. As used herein "City" shall mean the City of Alameda; "Council" or "City Council" shall mean the Council of the City; "City Manager" shall mean the City Manager of the City; "Engineer" or "City Engineer" shall mean the City Engineer or City Engineer's designee of the City; "Director" shall mean the Public Works Director of the City; and "Contractor" shall mean the bidder who is awarded the contract for the work.

D. PROPOSAL FORM. All bids must be made upon blank forms which are included in these specifications.

All bids must give the prices proposed, **both in writing and in figures**. Bids must be signed by the Bidder. If the proposal is signed by an individual, that individual's name and business address must be shown. If made by a firm or partnership, the name and the post office address of each member of the firm or partnership must be shown. If made by a corporation, the proposal must show the name of the state under the laws of which the corporation was chartered and the names, titles, and business addresses of the president, secretary and treasurer.

E. PRESENTING AND MARKING OF BIDS. Bids must be presented to the Public Works Department, 950 W. Mall Square, Room 110, Alameda, California, under sealed cover, plainly marked on the outside, " Raised Median and Curb Bulb-Outs On Grand Street at Wood School, No. P.W. 03-14-16, SR2SL-5014(039)", not later than **2:00 p.m.** on the date set forth in the following paragraph.

**Bids will be opened in the Public Works Department, 950 W. Mall Square, Room 110, Alameda, California, at 2:01 p.m. on Thursday, June 12, 2014.**

F. BIDDER'S GUARANTY. All bids shall be accompanied by one of the following forms of bidder's guaranty: cash, a cashier's check, a certified check, or a bidder's bond executed by an admitted surety insurer, made payable to the City of Alameda. The security shall be in an amount equal to at least ten percent (10%) of the amount bid. A bid shall not be considered unless one of the forms of bidder's security is enclosed with it. If, in lieu of depositing cash, a cashier's check, or a certified check, the bidder submits a bidder's bond, the said bond shall, in form, be satisfactory to the City Attorney of the City of Alameda. A Bid Bond form is provided in Exhibit H.

Said bidder's guaranty which is submitted according to the above paragraph shall, in the event of the failure, for any reason, of the successful bidder or bidders to execute the contract as awarded, be deemed to be liquidated damages to be retained in full by the City of Alameda, but shall not be construed as a penalty for failure to execute said contract. The full amount of the said bidder's guaranty shall also be retained in full by the City of Alameda as consideration payable to the City of Alameda for engineering, accounting and clerical services in formulating specifications for such bid or bids, for advertising costs to the City of Alameda in connection with such bid or bids, and further, as consideration for the award of such contract to such bidder or bidders.

Any bid bond submitted under this Section shall incorporate therein by reference, or otherwise, all of the provisions of Section I, Item F, of these specifications.

G. RETURN OF BIDDER'S GUARANTIES. Within ten (10) days after the award of the contract, the Public Works staff will return the proposal guaranties accompanying the bids which are not to be considered in making the award. All other proposal guaranties will be held until the contract has been finally executed, after which they will be returned to the respective bidders whose bids they accompanied.

H. TAXES. Bids must include all state and federal taxes applicable to the transaction.

I. SUBCONTRACTORS. All contractors shall comply with the State Subletting and Subcontracting Fair Practices Act, located in Sections 4100 through 4112 of the California Public Contract Code. A copy of said Act is available in the office of the City Engineer. Said Act is hereby made a part of the specifications on the above-mentioned job and all contractors submitting bids shall accompany the bid with information regarding subcontractors as therein provided. All Subcontractors shall have a current City of Alameda business license.

J. REJECTION OR RETURN OF BIDS. Bids may be rejected if they show any alterations of form, additions not called for, conditional or alternative bids, incomplete bids, erasures or irregularities of any kind. The right is reserved to reject any and all bids. The City reserves the right to return bids unopened.

K. BID PROTEST. Any bid protest must be submitted in writing to the Public Works Director, City of Alameda Public Works Department, City Hall West, 950 West Mall Square, Room 110, Alameda, CA 94501 before 5:00 p.m. of the 10th business day following bid opening.

1. The initial protest document shall contain a complete statement of the basis for the protest.
2. The protest shall refer to the specific portion of the document which forms the basis for the protest.
3. The protest shall include the name, address, and telephone number of the person representing the protesting party.
4. The party filing the protest shall concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
5. The Public Works Director will issue a decision on the protest. If the Public Works Director determines that a protest is frivolous, the party originating the protest may be determined to be irresponsible and that party may be determined to be ineligible for future contract awards.
6. The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of Bid protest and failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

L. AWARD OF CONTRACT. The award of contract, if it be awarded, will be to the responsible bidder who submits the lowest and best bid and whose proposal complies with all requirements described herein. The award, if made, will be made within ninety (90) days after the opening of the bids. All bids will be compared on the basis of the Engineer's estimate of quantities of work to be done. In the event of a delay the City reserves the right to hold the Bidder to its bid for 90 days from the date the contract is awarded.

Bid protests, contracts, bonds, insurance, and other documents identified in these specifications and these special provisions are to be delivered to the following City address: City of Alameda, City Hall West, Public Works Department, 950 West Mall Square, Room 110, Alameda, CA 94501.

M. EXECUTION OF CONTRACT. The contract, in form and content satisfactory to the City, will be awarded at a regular City Council meeting (first and third Tuesdays of each month, except August). At least five (5) business days prior to the anticipated award date, the Contractor will be notified of apparent award status and requested to provide the documents necessary to complete the contract process. Required documentation shall include two (2) copies of the contract executed by the Contractor, proof of insurance and Payment and Performance bonds. The Contractor will be given five (5) business days from the date the City Council awards the contract to obtain the relevant bonds and insurance along with any other documents required for submission.

No proposal shall be considered binding upon the City until the execution of the contract. Failure to execute a contract and file acceptable bonds and insurance as provided herein within the time frame outlined above shall be just cause for the annulment of the award and the forfeiture of the bidder's guaranty.

N. CONTRACT BONDS. The Contractor shall furnish two good and sufficient bonds. One of the bonds shall be executed in a sum equal to at least one hundred percent (100%) of the contract price, which shall be furnished as required by the Terms of Sections 3247 and 3248 of the Civil Code of the State of California (see Exhibit G). The other bond shall guaranty faithful performance of the said contract by the Contractor and shall be executed in a sum equal to at least one hundred percent (100%) of the contract price (see Exhibit F). Bonds shall be furnished by a surety company satisfactory to the City of Alameda.

Whenever any surety or sureties on any such bonds, or any bonds required by law for the protection of the claims of laborers and materials, become insufficient or the City Engineer has cause to believe that such surety or sureties have become insufficient, a demand in writing may be made of the Contractor for further bond or bonds or additional surety not exceeding that originally required, as is considered necessary, taking into account the extent of the work remaining to be done. Thereafter no payment shall be made upon such contract to the Contractor, or any assignee of the Contractor, until such further bond or bonds or additional surety has been furnished. Faithful performance bonds, whether by individual or corporate surety, shall in addition to other terms and conditions, contain the conditions that (1) death of the named principal shall not operate as a release of the obligation hereunder of the surety, and (2) extensions of time, if any, granted by the City to Contractor for performance of the work covered by said bond shall extend for a like time the period of limitations during which surety shall remain bound by the said undertaking.

## SECTION II. LEGAL RELATIONS AND RESPONSIBILITIES

A. LAWS TO BE OBSERVED. The Contractor shall keep himself fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

B. PREVAILING WAGES:

1. The Contractor is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" projects. Since this Project involves a "public work" project, as defined by the Prevailing Wage Laws, Contractor shall fully comply with such Prevailing Wage Laws. Contractor's failure to comply with the Prevailing Wage Law may constitute a default under the contract for performance of the Work which would entitle the City to rescind the contract or exercise other remedies as provided by law or the contract.

2. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). In the alternative, the Contractor may view a copy of the prevailing rates of per diem wages at the City's Public Works Department, Building 1, 950 W. Mall Square, Room 110, Alameda. The Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. The Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws and/or the City's Labor Compliance Program (hereinafter referred to as "LCP"), if any.

3. If this project is funded in whole or in part with Federal monies and subject to the provisions of the Davis-Bacon Act, the successful bidder shall pay not less than the wage rates determined by the Secretary of Labor. The Federal wage rates shall apply unless the State wage rates are higher. The Federal Wage Rates applicable to the contract are those current within ten (10) days of the bid due date.

4. The Contractor and all subcontractors shall pay and shall cause to be paid each worker engaged in work on the Project not less than the general prevailing rate of *per diem* wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such workers.

5. The Contractor and all subcontractors shall pay and shall cause to be paid to each worker needed to execute the work on the Project travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining Contracts filed with the Department of Industrial Relations in accordance with Labor Code § 1773.8.

6. If during the period any bid for work on this Project remains open, the Director of Industrial Relations determines that there has been a change in any prevailing rate of *per diem* wages in the locality in which this public work is to be performed, such change shall not alter the wage rates in the Notice calling for Bids or the contract subsequently awarded.

7. Pursuant to Labor Code § 1775, the Contractor shall as a penalty to the City, forfeit Fifty Dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of *per diem* wages, determined by the Director, for such craft or classification in which such worker is employed for any public work done under the Contract by the Contractor or by any Subcontractor under it. The amount of the penalty shall be determined by the Labor Commission. In addition, the difference between such prevailing rate of *per diem* wage and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing rate of *per diem* wage shall be paid to each work by the Contractor.

8. Any worker employed to perform work on the Project, which work is not covered by any craft or classification listed in the general prevailing rate of *per diem* wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the craft or classification which most nearly corresponds to the work on the Project to be performed by them, and such minimum wage rate shall be retroactive to time of initial employment of such person in such craft or classification.

9. For those crafts or job classifications requiring special prevailing wage determinations, please contact the Division of Labor Statistics and Research, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142-0603, (415) 703-4774 or check out the web site at [www.dir.ca.gov](http://www.dir.ca.gov).

### C. HOURS OF LABOR.

1. As provided in Article 3 (commencing at § 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 the Contractor or by any Subcontractor on any subcontract under this Contract, upon the work or upon any part of the work contemplated by this Contract, 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.

2. The Contractor shall pay to the City a penalty of Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by the 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 § 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.

3. 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.

D. CERTIFIED PAYROLL.

1. Contractor's attention is directed to California Labor Code Section 1776, which requires Contractor and any subcontractors to keep an accurate payroll record and which imposes inspection requirements and penalties for non-compliance. Certified payrolls shall be prepared and submitted weekly to the Labor Compliance Officer, Gail Carlson, Public Works Department, 950 W. Mall Square, Room 110, Alameda, CA 94501 by the Contractor and each subcontractor. Contractor is responsible for the submission of copies of payrolls by all subcontractors. Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract, and shall certify the following:

- a. That the payroll for each payroll period contains the name, social security number, and address of each employee, his or her correct classification, including applicable area and group code, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid, and that such information is correct and complete;
- b. That such laborer or mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions; and
- c. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

2. If the Contractor or a subcontractor does not work during the payroll period, a Statement of Non-Working Days must be submitted for each day not worked.

3. In the event of noncompliance with the requirements of such section after 10 Days written notice specifying in what respects compliance is required, the CONTRACTOR shall forfeit as a penalty to the CITY, \$25.00 for each calendar Day, or portion thereof, for each worker, until strict compliance is effectuated. 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.

E. APPRENTICES.

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

2. Section 1777.5 requires the 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.

3. The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if: (1) the 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 the Contractor is not a signatory to an apprenticeship fund and if the funds administrator is unable to accept Contractor's required contribution. The Contractor or subcontractor shall pay a like amount to the California Apprenticeship Council.

4. 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.

F. 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.

G. REGISTRATION OF CONTRACTORS. Before submitting bids, contractors shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professional Code of the State of California.

H. PERMITS AND LICENSES. The Contractor shall procure all permits and licenses, including City of Alameda business licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. However, the contractor will be reimbursed for construction permit fees. The estimated cost shown as an allowance in the bid proposal is only for bidding purposes. Payment shall be made for the actual cost of the permit. The cost for a City of Alameda business license is not reimbursable. Each Subcontractor shall have a current City of Alameda business license.

The following permit(s) and/or license(s) are required for this project:

1. A **City of Alameda Business License** from the City of Alameda, 2263 Santa Clara Avenue, Finance Department, Room 220, Alameda.
2. **Excavation Permit** from City Hall, 2263 Santa Clara Avenue, Building Division, Room 190, Alameda. (Refundable).
3. **Concrete Permit** from City Hall, 2263 Santa Clara Avenue, Building Division, Room 190, Alameda. (Refundable).

I. PATENTS. The Contractor shall assume all costs 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 of Alameda, its officers, employees and agents from all suits at law or actions of any nature, damages, royalties and costs on account of the use of any patented materials, equipment, devices or processes.

J. RESPONSIBILITY FOR DAMAGES. The City of Alameda, its officers, employees and agents shall not be answerable or accountable in any manner for any loss or damage to the work or any part thereof, nor to any material or equipment used in performing the work, nor for injury or damage to any person or persons, either workers or the public, nor for damage to adjoining property from any cause whatsoever during the progress of the work nor at any time before final acceptance.

K. CONTRACTOR'S RESPONSIBILITY FOR THE WORK. Except as provided above, until formal acceptance of the work by the City, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof 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 or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by acts of the Federal Government or the public enemy. The Contractor will not be responsible for the cost of repairing or restoring damage to the work, which damage is determined to have been proximately caused by an act of God, in excess of 5% of the contracted amount.

L. SAFETY PROVISIONS. The 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 (CAL-OSHA).

M. NO PERSONAL LIABILITY. Neither the City Council, City Manager, the City Engineer, nor any other City officer, authorized assistant or agent shall be personally responsible for any liability arising under this contract.

N. RESPONSIBILITY OF CITY. The City of Alameda shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided in these specifications.

O. PUBLIC CONVENIENCE AND SAFETY. The Contractor shall so conduct operations as to cause the least possible obstruction and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and signs as are necessary or as required by the Engineer to give adequate warning to the public at all times that the work is in progress and of any dangerous conditions to be encountered as a result of the work or of the presence of the Contractor's equipment or machinery.

The use of Flex-o-Lite Model No. 501, or approved equal, will be permitted only in specifically approved locations and only to the extent of 50 percent of the total amount of necessary lighting. Other models of lesser candle power may be permitted in some approved locations at a lesser percentage.

If the work involves the construction of a street or highway, the following additional provisions shall apply:

All traffic shall be permitted to pass through the work, unless other existing streets are stipulated as detours in the special provisions. Residents and businesses along the affected street or highway shall be provided passage as far as practicable; convenient access to driveways, houses and public buildings along the street or highway shall be maintained and temporary crossings shall be provided and maintained in good condition. No more than one cross or intersecting street or highway shall be closed at any time without the approval of the Engineer.

**Contractor shall submit to the Engineer at the pre-construction meeting a Traffic Control Plan for any work that will impact vehicular traffic in the area. The Contractor must have an approved plan prior to commencing of work. All Traffic Control Plans must be in conformance with Caltrans regulations and guidelines.**

The Contractor shall furnish, install and maintain such facilities as barricades, traffic signs, and flagmen, as may be necessary to advise the public of construction hazards and to control traffic.

The Traffic Control Plan shall cover, at minimum, all phases of work scheduled to occur in the first twenty (20) working days that will impact vehicular, pedestrian and bicycle traffic in the area. The Traffic Control Plan shall allow residents on the streets impacted ample "on street" parking within one (1) block of their homes. The Contractor shall have an approved Traffic Control Plan prior to commencing of work in the field. Contractor shall submit subsequent additions to the Traffic Control Plan in a timely manner to allow for the Engineer's review and shall be in conformance with Caltrans regulations and guidelines. **Contractor shall provide at least one lane of street open for vehicular traffic in each direction and maintain access for bicyclists and pedestrians. Contractor is made aware of increased vehicular and pedestrian traffic during school drop off and pick up hours and shall provide for additional traffic control if needed should contractor work during these times. However, there is no summer school scheduled and the first day of the fall school semester is August 22.**

At least 72 hours prior to beginning work on a section of street, curb or sidewalk that will affect use of the parking lane, the Contractor shall notify, by approved "No Parking - Tow Away" signs on barricades, all affected property owners, residents, businesses and agencies adjacent to that section of street. The "No-Parking" signs shall state the days, dates, and hours of parking lane closure, and shall be placed along the street on each side at no more than 50 feet spacing. The Contractor shall notify the Engineer at least one (1) working day in advance of the intent to post No-Parking signs, so that the timely posting can be verified by the Inspector. The Contractor is permitted to list up to one (1) working day before and one (1) working day after the

scheduled days of work, as shown in the latest approved schedule on signs, in order to bracket the approved scheduled date of work. The Contractor shall remove the "No Parking" signs as soon as the parking lane is re-opened to parking.

If the Contractor is unable to meet the scheduled and noticed time for the work, the Contractor shall immediately notify the Engineer and remove the posted "No-Parking" signs. The Contractor shall submit a new scheduling request in writing to the Engineer. Upon written approval of the Engineer, the Contractor shall post signs at least 72 hours prior to beginning work per the revised schedule.

P. NOTICES TO CONTRACTOR. Any notice required to be given to the Contractor by the City of Alameda or by the City Engineer or by any officer of said City may be given to said Contractor at the address shown in the Contractor's proposal. Such notice may be given by mailing a copy of said notice to the Contractor to such address by United States certified mail. Evidence of such mailing shall be deemed the equivalent of personal services of said notice.

Q. UTILITIES. The location of railroad tracks, utility facilities and other structures shall be the responsibility of the Contractor. The Contractor shall contact the owners of those tracks, facilities and structures for any information that may be required. The Contractor shall contact Underground Services Alert (USA) at 800-642-2444 forty-eight (48) hours prior to commencement of work.

Where existing sewers and storm drains cross or interfere in any way with construction under this contract, they shall be left in place and the Contractor shall work around them, or where feasible and practical, the Contractor may, with the permission of the City Engineer, remove and replace them at his/her own expense. Precautions shall be exercised to provide bearing under existing sewer lines so encountered to preclude settlement during or after the term of the contract. In the event that some of these sewers are abandoned, they may, with the permission of the City Engineer, be removed and not replaced. The Contractor shall provide submittals for the Engineer's review and approval for supporting utilities.

The owners of pipes, wires, conduits, vaults and other utilities (other than sewers) located in the City streets which could conflict with the proposed work will be notified by the City Engineer to remove or adjust the same, without cost to the Contractor, to such extent as will allow the prosecution of the work described herein according to the necessities thereof and in accordance with these specifications. Wherever and whenever the Contractor anticipates working in an area from which utilities must be removed at the expense of others, he/she shall notify the City Engineer sufficiently in advance (a minimum of ten (10) working days) to permit the owners thereof to rearrange or abandon such utilities, and he/she shall cooperate with the owners thereof in the performance of the work under this contract.

The work will be so prosecuted that a minimum of damage will result to utility services. In the event that utility services are damaged or interrupted, the Contractor shall immediately, at his/her own expense, restore such services in a manner satisfactory to the City Engineer. In the

event that an interruption of utility services is sustained for a period of longer than one-half hour, it shall be the responsibility of the Contractor to notify the occupants of the premises to which said services are connected, so that no damage will accrue on or to said premises.

The Contractor shall perform all work in such manner as to prevent damage to utilities lying outside of or below a required excavation of trench area.

R. 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.

S. CONSTRUCTION SITE CONTROLS. Within five (5) business days of the date the work is to commence pursuant to the NTP the Contractor shall submit an Erosion/Stormwater Pollution Prevention Plan (SWPPP) to the City Engineer for review. The SWPPP shall include appropriate erosion and sediment control measures to effectively prevent the entry of soil, dirt, debris and other pollutants to storm water runoff, the storm drain system, lagoons and the bay/estuary during construction. No work in the field under this Contract may begin until the City Engineer has approved the Contractor's SWPPP.

Erosion and sediment control plans/sheets shall indicate the specifications and maintenance schedules for the installation and upkeep of the erosion control mechanisms. Specifications shall be provided for the erosion control practices, perimeter protection(s), any silt fencing and fiber rolls to be used, storm drain inlet protections, stabilized construction entrance(s) and exits, site and excavation dewatering activities, vehicle tire wash area(s), vehicle and equipment servicing area(s), and the materials handling and storage area(s). These specifications should meet the same level of erosion and sediment control effectiveness established by practices identified in the San Francisco Bay Regional Water Quality Control Board's Erosion and Sediment Control Field Manual (510-622-2465), the Association of Bay Area Government's Manual of Standards for Erosion and Sediment Control (510-464-7900) and/or the California Stormwater Quality Association's Stormwater Best Management Practice Handbook – Construction (2003) ([www.cabmphandbooks.com](http://www.cabmphandbooks.com)). Contact City Public Works Department Clean Water Program Specialist Jim Barse (510-747-7930) for additional assistance in obtaining copies of these reference documents.

The Contractor is responsible for ensuring that all of his/her workers and subcontractors are aware of and implement the specific stormwater quality control measures under the approved SWPPP. 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 1<sup>st</sup>), 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:

#### Sampling Procedures:

- For all construction activity, identify a sampling and analysis strategy and sampling schedule for potential discharges discovered through visual monitoring.
- Any breach, malfunction, leakage, or spill observed during visual monitoring which could result in the discharge of pollutants to surface waters that would not be visually detectable in stormwater shall trigger the collection of a sample of discharge.
- Samples shall be collected at all discharge locations which drain the areas identified by the visual observations and which can be safely accessed.
- Personnel trained in water quality sampling procedures shall collect stormwater samples.
- An uncontaminated sample shall be collected for comparison with the discharge sample.
- Sampling shall be conducted during the first two hours of discharge from rain events that occur during daylight hours and which generate runoff.
- The uncontaminated sample shall be compared to the samples of discharge using field analysis or through laboratory analysis. Analyses may include, but are not limited to indicator parameters such as: pH, specific conductance, dissolved oxygen, conductivity, salinity, and TDS
- All field and/or analytical data shall be kept in the SWPPP document, which is to remain at the construction site at all times.

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:
  - a. An undesirable pile of concrete on the jobsite, and
  - b. 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.

T. RECYCLING OF CONCRETE AND ASPHALT MATERIALS. The Contractor shall dispose of at least 80% of the removed concrete, rock, brick, asphalt or other similar materials to an approved materials recycling location other than a landfill. The 80% shall be determined by weight of materials. All disposal and recycling weight/receipt tags shall be submitted to the Engineer. Attached is a suggested list of facilities that will accept construction and demolition waste materials (Exhibit C). The Contractor shall submit a request, along with proof in writing, to the City Engineer of the Contractor's inability to comply with this requirement. .

The City of Alameda Administrative Instruction 36 requires that contractors doing business with the City of Alameda shall comply with the guidelines for use of recycled materials (Exhibit J). The Contractor shall submit a Waste Reduction and Recycling Plan (WRRP, Exhibit K) prior to construction. The WRRP must be submitted for review and approved by the Public Works Staff before demolition. A Waste Reduction and Recycling Plan Final Summary Report (Exhibit L) must be filled out and signed by the Contractor at the project completion. The Contractor shall also submit a Waste Management Report (Exhibit M).

U. ASBESTOS AND LEAD BASED PAINTS. Reports of a survey of possible asbestos and lead based paints, in the path of construction, was prepared by ACC Environmental.

V. CLEAN AIR ACT OF 1970, ET SEQ. AND FEDERAL WATER POLLUTION CONTROL ACT AS AMENDED BY THE CLEAN WATER ACT OF 1977. The Contractor agrees to comply with federal clean air and water standards during the performance of this contract and specifically agrees to the following:

- The term “facility” means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations owned, leased, or supervised by the Contractor and the subcontractors for the construction, supply and service contracts entered into by the Contractor;
- Any facility to be utilized in the accomplishment of this contract is not listed on the Environmental Protection Agency’s List of Violating Facilities pursuant to 40 CFR, Part 15.20;
- In the event a facility utilized in the accomplishment of this contract becomes listed on the EPA list, this contract may be canceled, terminated, or suspended in whole or in part;
- It will comply with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Water Pollution Control Act relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308, respectively, and all regulations and guidelines issued thereunder;
- It will promptly notify the Government of the receipt of any notice from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility utilized or to be utilized in the accomplishment of this contract is under consideration for listing on the EPA List of Violating Facilities;
- It will include the provisions of Paragraph a. through g. in every subcontract or purchase order entered into for the purpose of accomplishing this contract, unless otherwise exempted pursuant to the EPA regulations implementing the Air or Water Acts above (40 CFR, Part 15.5), so that such provisions will be binding on each subcontractor or vendor;

In the event that the Contractor or the subcontractor for the construction, supply and service contracts entered into for the purpose of accomplishing this contract were exempted from complying with the above requirements under the provisions of 40 CFR, Part 15.5 (a), the exemption shall be nullified should the facility give rise to a criminal conviction (see 40 CFR 15.20) during the accomplishment of this contract. Furthermore, with the nullification of the exemption, the above requirements shall be effective. The Contractor shall notify the Government, as soon as the Contractor’s or the subcontractors’ facility is listed for having given rise to a criminal conviction noted in 40 CFR, Part 15.20.

W. SUBMITTALS AND REQUEST FOR INFORMATION (RFI’S). The Contractor shall submit an RFI within five (5) business days of an event or question of fact arising under the Contract. The Engineer in charge of the project shall have ten (10) business days to respond to an RFI or any Submittal required to be made under the Contract.

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

The 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 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.

**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.

### **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).

### **Posting of Warning Notices Prior to Pesticide Application**

1. 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.

### **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, carbamates, fipronil, and copper-based pesticides.

### **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.

Y. ENVIRONMENTAL PROTECTION AGENCY (EPA) REQUIRES CONTRACTORS TO BECOME CERTIFIED LEAD RENOVATORS. All contractors who perform renovation, repair, or painting projects that may disturb lead paint to be Lead RRP Certified. The Certified Lead Renovator Training Course is now available at [www.cleanedison.com](http://www.cleanedison.com). The EPA's new requirement will affect most contractors conducting common renovation and repair work activities since demolition, deconstruction, sanding, and cutting can generate hazardous lead dust and chips by disturbing lead-based paint. This lead contamination has been proven harmful to both adults and children. To protect against these risks, the EPA is now requiring that all contractors be enrolled in the Lead RRP-Certification by September 30, 2010 in order to perform renovation, repair and painting projects in homes, rental facilities, child-occupied facilities, and schools built before 1978. For any contractor performing this work without the Lead RRP Certification, the EPA may seek penalties of up to \$37,500 per violation, per day.

### SECTION III. SCOPE OF WORK

A. WORK TO BE DONE. The work to be done consists of implementation of traffic control, removal of existing street asphalt concrete pavement (existing pavement section is 5" over sand base), removal of an existing wood fence including posts, removal of curb, gutter and sidewalk, grinding street pavement, construction of a landscaped traffic island, construction of bulbout islands, construction of handicap ramps, sidewalk and curb, pavement resurfacing, street patch, traffic striping and signing, irrigation and landscaping, and construction of a new fence.

Within five (5) working days of the date the work is to commence pursuant to the Notice to Proceed (NTP), the Contractor shall submit the Initial Project Submittal Package to the City Engineer for review. The Initial Project Submittal Package shall address the entire project, and shall include the Traffic Control Plan (first 20 working days at minimum), SWPPP, Waste Reduction and Recycling Plan, and the full project schedule. Contractor shall not commence work in the field until Engineer has approved the Initial Project Submittal Package.

The project is located in front of Wood School and therefore all hardscape improvements shall be completed by August 22, 2104. Hardscape improvements shall be defined as all grading, construction of curb, gutter, sidewalk, handicap ramps, traffic islands and median, street pavement resurfacing, street patching, traffic striping, and the irrigation sleeve from the curb to the traffic median. Landscaping, irrigation, and fencing can extend beyond the August 22, 2014 date. Should the hardscape improvements not be completed prior to August 22, 2014, then any work shall be restricted to the hours of 9:00 AM to 2:30 PM and no additional compensation shall be allowed for the shorter workday. However, all work shall be completed within the forty (40) consecutive working days from the date the work is to commence pursuant to the NTP to complete the work. The Contractor shall begin work within five (5) working days after receiving NTP from the Engineer to commence the work, and shall diligently prosecute the work to completion. It is anticipated that the work will start on July 28, 2014.

**Contractor is advised to remove all equipment from the streets identified as route, detour, and/or staging areas for the 4th of July Parade, during the period of Thursday, July 3, 2 p.m. through 8 a.m. Monday, July 7. No removal of concrete, asphalt or pavement markings shall be allowed on these streets unless they are restored in full at least 24 hours prior to July 3. Information on parade route and staging areas is available at <http://www.myalamedaparade.com>.**

Contractor shall not work during City holidays. Remaining City holidays for 2014 include:

Memorial Day	Monday, May 26, 2014
Independence Day	Friday, July 4, 2014
Labor Day	Monday, September 1, 2014
Veteran's Day	Tuesday, November 11, 2014
Thanksgiving Day	Thursday, November 27, 2014
Day after Thanksgiving Day	Friday, November 28, 2014
Christmas Day	Thursday, December 25, 2014

B. ALTERATIONS. The City of Alameda reserves the right to increase or decrease the quantity of any item or portion of work, or to omit portions of the work as may be deemed necessary or expedient by the Engineer; also to make such alterations or deviations, increases or decreases, additions or omissions in the plans and specifications, as may be determined during the progress of the work to be necessary and advisable.

C. EXTRA AND FORCE ACCOUNT WORK. New and unforeseen work will be classed as extra work when such work cannot be covered by any of the various items or combination of items for which there is a bid price.

The Contractor shall do no extra work except upon written order from the Engineer. Extra work as herein before defined under Section 5-1.02, Extra Work, when ordered and accepted, shall be paid for under a written work order in accordance with the terms therein provided. Payment for extra work will be made as agreed upon in writing pursuant to an extra work order signed by both parties, or by force account.

Work performed on force account shall be paid on a time and materials basis plus ten percent (10%). For work done by a subcontractor, an additional five percent (5%) markup is allowed to reimburse the contractor for additional administration cost and no other additional payment will be made; provided, however, that the City reserves the right to furnish such materials required as it deems expedient, and the Contractor shall have no claim for profit on the cost of such materials. Payment for work performed on force account pursuant to this subsection shall include full compensation to the Contractor for contributions made to the State as required by the provisions of the Unemployment Reserve Act, Chapter 352, Statutes of 1935, as amended; for taxes paid to the Federal Government as required by the Social Securities Act, approved August 14, 1935, as amended; for premiums paid on any other insurance of any nature which the Contractor may be required to carry or which he may elect to carry, and for additional premiums paid on faithful performance and labor and materials bonds required by reason of increase in the amount of work to be performed over and above that called for in the original contract. The price paid for labor shall include any compensation insurance paid by the Contractor.

All force account work shall be recorded and tracked daily upon Time and Material Tentative Extra Work Order report sheets furnished by the Contractor to the Engineer and signed by both parties, which daily reports shall thereafter be considered the true record of force account work done. Verification of time and materials shall be made on a daily basis by the Inspector or by his/her designee.

D. REMOVAL OF OBSTRUCTIONS. The Contractor shall remove and dispose of all structures, debris, or other obstruction of any character to the construction of the project if and as required by the Engineer.

E. CLEAN UP. Contractor shall leave the work site in an acceptable clean manner at the end of each work day. Upon completion and before making application for acceptance of the work, the Contractor shall clean the street or road, borrow pits, and all ground occupied by the Contractor in connection with the work, of all rubbish, excess materials, temporary structures, and equipment; and all parts of the work shall be left in a neat and presentable condition

## SECTION IV. CONTROL OF WORK

A. AUTHORITY OF THE ENGINEER. The 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 plans and specifications; the acceptable fulfillment of the contract on the part of Contractor; and all questions as to claims and compensation.

The Engineer's decision shall be final and he/she shall have executive authority to enforce and make effective such decisions and orders that the Contractor fails to carry out promptly.

B. PLANS. All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made to any plans or drawings after the same have been approved by the Engineer, except by direction of the Engineer.

Working drawings of plans for any structure not included in the plans furnished by the Engineer shall be approved by the Engineer before any work involving these plans shall be performed, unless approval is waived in writing by the Engineer.

Notwithstanding the foregoing, the Contractor agrees that approval by the Engineer of the Contractor's working plans does not relieve the Contractor of any responsibility for the accuracy of the dimensions and details thereof, and that the Contractor shall be responsible for agreement and conformity of his/her working plans with the approved plans and specifications.

The Contractor shall provide as-built drawings at the completion of the work. As-built drawings shall be prepared by a licensed engineer or surveyor and approved by the City Engineer.

As-built drawings must be in digital format. Any difficulty in providing the digital as-built drawings must be documented and presented to the City Engineer, who may permit manual as-built drawings on 24"x30" vellum. Release of retention is subject to the approval of the as-built drawings by the Engineer.

Full compensation for furnishing all working drawings and digital **as-built drawings** shall be considered as included in the prices paid for the various contract items of work, and no additional allowance will be made therefor.

C. CONFORMITY WITH PLANS AND ALLOWABLE DEVIATION. Finish surfaces in all cases shall conform with the lines, grades, cross sections, and dimensions shown on the approved plans. Deviations from the approved plans, as may be required by the exigencies of construction will be determined in all cases by the Engineer and authorized in writing.

D. COORDINATION OF PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS. These specifications, the plans, special provisions and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be cooperative, to describe, and to provide for a complete work. Plans shall govern over specifications; special provisions shall govern over both specifications and plans.

E. INTERPRETATION OF PLANS AND SPECIFICATIONS AND ADDENDA THERETO. Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained in these specifications, plans, and the special provisions, the Contractor shall apply to the Engineer for such further explanation as may be necessary to carry out the work. Upon such application by the Contractor or prospective bidder, or in the event that it appears expedient to the Engineer to further explain, clarify, or amend these specifications, special provisions and plans, the Engineer shall issue addenda thereto and such addenda shall constitute a part hereof, and shall be binding on the Contractor. It is up to the Contractor to check before the bid date that Contractor has all paperwork to complete the bid.

Addenda will be forwarded by fax or email, followed by mail, to prospective bidders who have purchased a set of these specifications from the City's Public Works Department and have furnished contact information. If the addendum is issued after a pre-bid meeting is held, the addendum will also be forwarded by fax or email, followed by mail, to all attendees who have furnished contact information. All prospective bidders are responsible for inquiring at the Public Works Department (510-747-7930) within four (4) working days prior to the bid opening, to determine if any addenda have been issued. Do not rely upon third party providers of the original plans and specs to issue all addenda. Contractor shall acknowledge receipt of all addenda on the Bid and those Bids that do not have acknowledgment of all addenda will be considered non-responsive.

In the event of any discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct.

F. SUPERINTENDENCE. Whenever the Contractor is not present on any part of the work where it may be desired to give directions, orders will be given by the Engineer in writing and shall be received and obeyed by the superintendent or foreman in charge of the particular work in reference to which orders are given.

G. CONSTRUCTION STAKING & LAYOUT. Construction staking and layout shall be at the contractor's expense and performed by the contractor's surveyor or engineer qualified to do surveying work.

**All layouts shall be approved by the Engineer prior to any sawcutting. Limits for concrete curb, gutter and sidewalk removal shall be to the nearest expansion joint or score line as established and marked by the Engineer.**

The Contractor shall preserve all stakes and points set for lines, grades, or measurements of the work in their proper places until authorized to remove them by the Engineer. All expenses incurred in replacing stakes that have been removed without proper authority shall be paid by the Contractor.

AND/OR

G. LINES AND GRADES. All distances and measurements are given and will be made in a horizontal plane. Grades are given from the top of stakes or nails, unless otherwise noted on the plans.

Three consecutive points shown on the same rate of slope must be used in common, in order to detect any variation from a straight grade, and in case any discrepancy exists, it must be reported to the Engineer. If such discrepancy is not reported to the Engineer, the Contractor shall be responsible for any error in the finished work.

The Contractor shall preserve all stakes and points set for lines, grades, or measurements of the work in their proper places until authorized to remove them by the Engineer. All expenses incurred in replacing stakes that have been removed without proper authority shall be paid by the Contractor.

H. INSPECTION. The Engineer shall at all times have access to the work during construction and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials used and employed in the work.

The Contractor shall give at least 48 hours notice in writing when he will require inspection on subgrade, formwork, concrete paving, etc. Inspection will routinely be carried out at pre-scheduled time established at the pre-construction meeting. Inspection will only be carried out for substantial quantities of work ready for inspection.

Whenever the Contractor varies the period during which work is carried on each day, he shall give due notice to the Engineer, so that proper inspection may be provided. Any work done in the absence of the Engineer is subject to rejection.

The inspection of the work shall not relieve the Contractor of any of his/her obligations to fulfill the contract as prescribed. Defective work shall be made good and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the Engineer and accepted or estimated for payment.

Working hours in the field are restricted to 8 AM through 5 PM, Monday through Friday, excluding City Holidays, and shall constitute "normal working hours." The Public Works Department Inspectors work on Friday's and can be reached at 510-747-7900. In some locations, as noted on the Plans, normal working hours may be further restricted to avoid traffic and/or school-related conflicts. Any work in the field performed outside of these hours, including

but not limited to construction, clean up, placement of traffic control devices, and mobilization/demobilization, shall be subject to removal and the Contractor fined \$5,000 per incident, unless such work has been previously authorized by the Engineer in writing.

Inspection hours for construction shall be from 8 AM through 4 PM, Monday through Friday, excluding City Holidays, and shall constitute "normal inspection hours." The Public Works Department Inspectors work on Friday's and can be reached at 510-747-7900. Unless prior written authorization has been received from the Engineer, the Contractor shall not perform any work outside of these hours except for general clean up, demobilization, and placement of no-parking signs. The Contractor shall pay the salary and benefits, including overtime, of the City employee(s) for inspection of any work performed outside of the normal inspection hours. Projects financed in whole or in part with state funds shall be subject to inspection at all times by the Director of Public Works of the State of California, or his agents.

I. REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK. All work which is defective in its construction or deficient in any of the requirements of these specifications shall be remedied, or removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed for such correction.

Any work done beyond the lines and grades shown on the plans or established by the Engineer, or any extra work done without written authority, shall be considered as unauthorized and will not be paid for.

Upon failure on the part of the Contractor to comply forthwith with any order of the Engineer made under the provisions of this article, the Engineer shall have the authority to cause defective work to be remedied, or removed and replaced, and unauthorized work to be removed, and to deduct the cost thereof from any monies due or to become due the Contractor.

The fact that the work and materials have been inspected from time to time, and payments on account have been made, does not relieve the Contractor from the responsibility of replacing and making good any defective work or materials that may be discovered within one year from the date of the completion of the work by the Contractor and its acceptance by the City.

J. FINAL INSPECTION. Whenever the work provided and contemplated by the contract shall have been satisfactorily completed, the Engineer will make the final inspection.

K. FINAL GUARANTEE. It is understood that the Contractor is skilled in the trade or calling necessary to perform the work set forth within the plans and specifications, and that the City of Alameda, not being skilled in such matters, relies upon the Contractor to do and perform all work, acts, and things necessary to carry out the contract in the most skilled and desirable manner, and the Contractor guarantees the workmanship and materials to be the best of their kind. The acceptance of any part or of the whole of the work by the City does not operate to release the Contractor or the Contractor's surety from said guarantee.

The Contractor shall be held responsible for and must make good any defects through faulty, improper or inferior workmanship or materials arising from or discovered in any part of the contract work within one year of the completion and acceptance of the same. The bond for faithful performance, furnished by the Contractor, shall cover such defects and protect the City of Alameda against any and all such defects.

Nothing in this section supersedes contractor obligations for repair and replacement of work pursuant to the Public Contract Code.

## SECTION V. CONTROL OF MATERIAL

A. SAMPLES AND TESTS. At the option of the Engineer, the source of supply of each of the materials shall be approved by the Engineer before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of all materials to be used in the work for testing or examination as desired by the Engineer.

All tests of materials furnished by the Contractor shall be made in accordance with commonly recognized standards of national organizations and such special methods and tests as are prescribed in these specifications.

The Contractor shall furnish such samples of materials as are requested by the Engineer without charge. No material shall be used until it has been approved by the Engineer. Samples will be secured and tested whenever necessary to determine the quality of material.

B. DEFECTIVE MATERIALS. All materials not conforming to the requirements of these specifications shall be considered as defective, and all such materials, whether in place or not, shall be rejected. They shall be removed immediately from the site of the work unless otherwise permitted by the Engineer.

Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this article, the Engineer shall have the authority to remove and replace defective material and to deduct the cost of removal and replacement from any monies due or to become due the Contractor.

## SECTION VI. PROSECUTION AND PROGRESS

A. PROGRESS OF THE WORK AND TIME FOR COMPLETION. Within five (5) working days of the date the work is to commence pursuant to the NTP. The Contractor shall submit the Initial Project Submittal Package to the City Engineer for review. The Initial Project Submittal Package shall address the entire project, and shall include the Traffic Control Plan (first 20 working days at minimum), SWPPP, Waste Reduction and Recycling Plan, and the full project schedule. Contractor shall not commence work in the field until Engineer has approved the Initial Project Submittal Package.

The project is located in front of Wood School and therefore all hardscape improvements shall be completed by August 22, 2104. Hardscape improvements shall be defined as all grading, construction of curb, gutter, sidewalk, handicap ramps, traffic islands and median, street pavement resurfacing, street patching, traffic striping, and the irrigation sleeve from the curb to the traffic median. Landscaping, irrigation, and fencing can extend beyond the August 22, 2014 date. Should the hardscape improvements not be completed prior to August 22, 2014, then any work shall be restricted to the hours of 9:00 AM to 2:30 PM and no additional compensation shall be allowed for the shorter workday. However, all work shall be completed within the forty (40) consecutive working days from the date the work is to commence pursuant to the Notice to Proceed to complete the work. The Contractor shall begin work within five (5) working days after receiving notice to proceed from the Engineer to commence the work, and shall diligently prosecute the work to completion. It is anticipated that the work will begin on July 28, 2014.

The Contractor shall pay to the City of Alameda the sum of \$500 per day for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

The City Engineer will hold a preconstruction conference approximately two (2) weeks after the date the work is to commence pursuant to the NTP for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, traffic detour plans, materials to be ordered, equipment to be used, proposed schedule, proposed traffic control, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include all major superintendents for the work and major Subcontractors who will be on the jobsite on a daily basis during their phase of the work.

The Contractor shall not commence construction on any section of the work until such time that he/she shall have on the ground, or can furnish definite assurance to the Engineer that there will be available when required, all the materials necessary to complete the section of the work upon which construction is to begin.

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.

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

B. SUBLETTING AND ASSIGNMENT. The Contractor shall give his/her personal attention to the fulfillment of the contract and shall keep the work under his/her control.

Subcontractors will not be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor, and their work shall be subject to the provisions of the contract and specifications.

Where a portion of the work sublet by the Contractor is not being prosecuted in a manner satisfactory to the Public Works Director, the subcontractor shall be removed immediately on the requisition of the Engineer and shall not again be employed on the work.

This contract may be assigned only on written consent of the City Council.

C. CHARACTER OF WORKER. If any subcontractor or person employed by the Contractor shall fail or refuse to carry out the directions of the Engineer or shall appear to the Engineer to be incompetent or to act in a disorderly manner, said worker shall be discharged immediately on the requisition of the Engineer and such person shall not again be employed on the work.

D. TEMPORARY SUSPENSION OF WORK. The Engineer shall have the authority to suspend the work wholly or in part for such period as he/she may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as he/she may deem necessary, due to the failure on the part of the Contractor to carry out orders given or to perform any of the provisions of the work. The Contractor shall immediately obey such orders of the Engineer and shall not resume suspended work until ordered in writing by the Engineer.

E. TIME OF COMPLETION AND LIQUIDATED DAMAGES. It is agreed by the parties to the contract that in case all the work called for under the contract is not completed before or upon the expiration of the contract's term as set forth in these specifications, damage will be sustained by the City of Alameda, and that 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; and it is therefore agreed that the Contractor will pay to the City of Alameda the sum of per day for each and every day's delay beyond the time prescribed to complete the work; and the Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the City of Alameda may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the City Council 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 it decides to extend the time limit for the completion of the contract, it shall further have the right to charge the Contractor, his 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 cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of such extensions, except that the cost of final surveys and preparation of final estimate shall not be included in such charges.

The Contractor shall not be assessed with liquidated damages nor the cost of engineering and inspection during any delay in the completion of the work caused by acts of God or of the public enemy, acts of the City, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; provided that the Contractor shall within one (1) days from the beginning of such delay notify the Engineer in writing of the causes of delay. The Engineer shall ascertain the facts and the extent of the delay and his findings of the facts thereon shall be final and conclusive.

F. SUSPENSION OF CONTRACT. If, at any time, in the opinion of the City Council, the Contractor has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing will be served upon him; and shall he neglect or refuse to provide means for a satisfactory compliance with the contract, as directed by the Engineer, within the time specified in such notice, the City Council in any such case shall have the power to suspend the operation of the contract. Upon receiving notice of such suspension, the Contractor shall discontinue said work, or such parts of it as the City Council may designate. Upon such suspension, the Contractor's control shall terminate, and thereupon the City Council or its duly authorized representative may take possession of all or any part of the Contractor's materials, tools, equipment and appliances upon the premises, and use the same for the purpose of completing said contract, and hire such force and buy or rent such additional machinery, tools, appliances, and equipment, and buy such additional materials and supplies at the Contractor's expense as may be necessary for the proper conduct of the work and for the completion thereof; or may employ other parties to substitute other machinery or materials, and purchase the materials contracted for, in such manner as the City Council may

deem proper; or the City Council may annul and cancel the contract and relet the work or any part thereof. Any excess of cost arising therefrom over and above the contract price will be charged against the Contractor and his sureties, who will be liable therefor. In the event of such suspension, all monies due the Contractor or retained under the terms of this contract shall be forfeited to the City; but such forfeiture shall not release the Contractor or his sureties from liability for failure to fulfill the contract. The Contractor and his sureties will be credited with the amount of money so forfeited toward any excess of cost over and above the contract price, arising from the suspension of the operations of the contract and the completion of the work by the City as above provided; the Contractor will be so credited with any surplus remaining after all just claims for such completion have been paid.

In the determination of the question whether there has been any such noncompliance with the contract as to warrant the suspension or annulment thereof, the decision of the City Council shall be binding on all parties to the contract.

G. RIGHT-OF-WAY. The right-of-way sufficient for the work to be constructed will be provided by the City. The Contractor shall make his own arrangements, and pay all expenses for additional area required by him outside of the limits of right-of-way, unless otherwise provided in the special provisions. Contractor's staging area must be approved by the Engineer.

## SECTION VII. MEASUREMENTS AND PAYMENT

A. MEASUREMENTS AND PAYMENT. Payment for work done under the contract shall be made on the basis of the sums as calculated from the finally measured quantities of work done and the agreed unit and lump sum prices. Payment shall be full compensation for furnishing all labor, materials, tools and equipment and doing all the work necessary to construct the items for which payment is being made, complete in place as shown on the plans and described in the specifications.

B. EXTRA AND FORCE ACCOUNT WORK. Extra work as hereinbefore defined (Section III, Paragraph C) when ordered and accepted, shall be paid for under a written work order in accordance with the terms therein provided. Payment for extra work will be made as agreed upon in writing pursuant to an extra work order signed by both parties, or by force account.

Work performed on force account shall be paid on a time and materials basis plus ten percent (10%). For work done by a subcontractor, an additional five percent (5%) markup is allowed to reimburse the contractor for additional administration cost and no other additional payment will be made; provided, however, that the City reserves the right to furnish such materials required as it deems expedient, and the Contractor shall have no claim for profit on the cost of such materials. Such payment shall include full compensation to the Contractor for contributions made to the State as required by the provisions of the Unemployment Reserve Act, Chapter 352, Statutes of 1935, as amended; for taxes paid to the Federal Government as required by the Social Securities Act, approved August 14, 1935, as amended; for premiums paid on any other insurance of any nature which the Contractor may be required to carry or which he may elect to carry, and for additional premiums paid on faithful performance and labor and materials bonds required by reason of increase in the amount of work to be performed over and above that called for in the original contract. The price paid for labor shall include any compensation insurance paid by the Contractor.

C. PROGRESS PAYMENTS. The City shall, once each month, cause an estimate in writing to be made by the City Engineer of the total amount of work done and the acceptable materials furnished and delivered by the Contractor on the ground and not used at the time of such estimate, and the value thereof. The City of Alameda shall retain five percent (5%) of such estimated value of the work done and fifty percent (50%) of the value of the materials so estimated to have been furnished and delivered and unused, as aforesaid, as part security for the fulfillment of the contract by the Contractor, and shall monthly pay to the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No such estimate or payment shall be required to be made, when, in the judgment of the City Engineer, the work is not proceeding in accordance with the provisions of the contract, or when in his judgment, the total value of the work done since the last estimate amounts to less than Three Hundred Dollars (\$300.00). No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

**Partial Payments:** Progress payments shall be in accordance with Section 9-1.06 of the Standard Specifications "Partial Payments", as currently amended, and these special provisions. The City, once in each month, shall cause an estimate in writing to be made by the Engineer. The estimate shall include the total amount of work done and acceptable materials furnished, provided the acceptable materials are listed as eligible for partial payment as materials in the special provisions and are furnished and delivered by the Contractor on the ground and not used or are furnished and stored for use on the Contract, if the storage is within the City and the Contractor furnishes evidence satisfactory to the Engineer that the materials are stored subject to or under the control of the City, to the time of the estimate, and the value thereof. The estimate shall also include any amounts payable for mobilization.

The amount of any material to be considered in making an estimate will in no case exceed the amount thereof which has been reported by the Contractor to the Engineer. Only materials to be incorporated in the work will be considered. The estimated value of the material established by the Engineer will in no case exceed the Contract price for the item of work for which the material is furnished.

Contractor warrants that upon signature of pay estimate, all work has been performed in strict compliance with the Contract Documents, and all work for which progress payments have been previously issued and payment has been received from City, shall be free and clear of all third-party claims, stop notices, security interests, and encumbrances.

Payment of all, or any part, of an estimate in writing may be withheld on account of any of the following:

1. Defective work not remedied;
2. Third-party claims against Contractor or City arising from the acts or omissions of Contractor or subcontractors;
3. Stop Notices;
4. Failure of Contractor to make timely payments due to subcontractors for material or labor;
5. Damage to the City or others for which Contractor is responsible;
6. Failure of Contractor to maintain, update, and submit record documents;
7. Failure of Contractor to submit schedules or their updates as required by the Contract Documents;
8. Performance of the work by Contractor without properly processed shop drawings;
9. Liquidated damages assessed;
10. Any other failure of Contractor to perform its obligations under the Contract Documents.

SUBSTITUTION OF SECURITIES FOR WITHHELD ACCOUNTS. Pursuant to Chapter 13 (commencing with Section 4590), Division 5, Title 1 of the Government Code of the State of California, securities may be substituted for any monies withheld by a public agency to ensure performance under a contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor upon satisfactory completion of the contract.

Securities eligible for substitution under this section shall include those listed in Section 22300 of the Public Contract Code of the State of California or bank or savings and loan certificates of deposit.

Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

Any escrow agreement entered into pursuant to this section shall contain, as a minimum, the following provisions:

1. The amount of securities to be deposited.
2. The terms and conditions of conversion to cash in case of the default of the Contractor.
3. The termination of the escrow upon completion of the contract.

D. NOTICE OF COMPLETION. Whenever the work provided and contemplated by the contract shall have been satisfactorily completed, the Engineer will make the final inspection.

When such final inspection shows that the work has been completed in conformance with the plans, specifications and special provisions, the Engineer will recommend the formal acceptance of the work by the City Council; and upon such acceptance, Notice of Completion will be recorded. The said work shall not be deemed completed until the same is accepted by the City.

E. PAYMENT OF THE RETENTION. The City Engineer shall, after the completion of the contract, total all amounts retained under the provisions of the contract. Final payment of retention shall be in conformance with Public Contract Code Section 7101.

It is mutually agreed between the parties to the contract that no certificate given or payments made under the contract, except the final certificate of final payment, shall be conclusive evidence of the performance of the contract, either wholly or in part, against any claim of the Contractor; and no payment shall be construed to be an acceptance of any defective work or improper materials.

The Contractor further agrees that the payment of the final amount due under the contract, and the adjustment and payment for any work done in accordance with any alterations of the same, shall release the City of Alameda, its officers, employees and agents from any and all claims or liability on account of work performed under the contract or any alteration thereof.

SECTION VIII. SPECIAL PROVISIONS

STANDARD SPECIFICATIONS ADOPTION. The work embraced herein shall be done in accordance with the appropriate provisions of construction detail of the specifications entitled "State of California, Department of Transportation, Standard Specifications", 2006 Edition, AS CURRENTLY AMENDED, insofar as the same apply, which specifications are hereinafter referred to as the Standard Specifications, and in accordance with the following Special Provisions.

The one exception to the above paragraph is that claims shall be settled in accordance with the Caltrans Standard Specifications, 2006, NOT AMENDED.

Whenever in the Standard Specifications the following terms are used, they shall be understood to mean and refer to the following:

Department of Public Works	
or	
Department of Transportation	To the Engineering Division
Director of Public Works	To the Public Works Director
Engineer	To the City Engineer, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
Laboratory	To the designated Laboratory authorized by the City of Alameda to test materials and Work involved in the contract.
State	To the City of Alameda

Other terms appearing in the Standard Specifications, and these specifications, shall have the intent and meaning specified in Section I, Definition of Terms, of the Standard Specifications.

In case of conflict between the Standard Specifications and these Special Provisions, the special provisions shall take precedence over and be used in lieu of such conflicting portions.

## SECTION IX. QUANTITIES

The following preliminary estimate of the quantities of work to be done and materials to be furnished is approximate only, and the City of Alameda does not expressly or by implication agree that the actual amount of work will correspond therewith, 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 that may be deemed necessary or expedient to the Engineer.

Quantities shall be determined by the Contractor from plans and specifications, and /or pre-construction meeting and walk - through. The basis of award of contract shall be by the City of Alameda for the lowest and best bid that will best serve the City's need.

The City reserves the right to reject any, any portion, or all bids.

### TABULATION OF PRELIMINARY ESTIMATE OF QUANTITIES

Item No.	Description	Quantity	Unit
1.	Mobilization	1	Lump Sum
2.	Traffic Control	1	Lump Sum
3.	Grading	1	Lump Sum
4.	P.C.C. Curb	230	Linear Foot
5.	P.C.C. Sidewalk	411	Square Foot
6.	P.C.C. Commercial Sidewalk	273	Square Foot
7.	Stamped Concrete	341	Square Foot
8.	Full Plane Asphalt Concrete in Existing Street Pavement (4")	1	Lump Sum
9.	Street Patch (Concrete Form Areas – Full Plug)	257	Square Foot
10.	Asphalt Concrete Resurfacing (HMA)	195	Ton
11.	Traffic Striping, Markers & Markings	1	Lump Sum
12.	Traffic Signs	1	Lump Sum
13.	Irrigation Sleeve (2") Including Street Trench Reconstruction	1	Lump Sum
14.	Irrigation	1	Lump Sum
15.	Landscape Preparation (Including Top Soil & 2" Mulch)	1	Lump Sum
16.	Shrubs (5-Gallon)	15	Each
17.	Trees	4	Square Foot
18.	Redwood Fence 3'	20	Linear Foot
19.	Redwood Fence 6' +2' Lattice	133	Linear Foot
20.	Permit	1	Allowance

## SECTION X. MATERIALS

The Contractor shall furnish for use under these special provisions all materials required to complete the contract, except as described under Section VII of the specifications.

SECTION XI. DESCRIPTION AND LOCATION OF WORK

A. DESCRIPTION OF WORK The work to be done consists of doing all work associated with Repair and Resurfacing of Certain Streets, Phase 32, which is summarized in Section III, Scope of Work and which is described in detail in the plans and specifications.

All work is to be in conformance with the plans and specifications as required by the Engineer. The contract shall include all work necessary to make the job complete as herein specified or as shown on the plans.

B. PLANS The following drawings dated March 10, 2014, are incorporated into these Specifications:

<b>Title</b>	<b>Drawing No.</b>	<b>Case No.</b>
Raised Median & Curb Bulbouts on Grand Street at Wood School (4 Sheets)	9375	25

**CITY OF ALAMEDA STANDARD PLANS:**

<b>Title</b>	<b>Drawing No.</b>	<b>Case No.</b>
Standard Plan Curb, Gutter, Sidewalk and Driveway (in Subsidence Areas)	6295B	24
Standard Section for Repaving Trenches	2930	22

**STATE OF CALIFORNIA STANDARD PLANS:**

<b>Title</b>	<b>Drawing No.</b>
Pavement Markers and Traffic Lines, Typical Details	A20-A
Pavement Markers and Traffic Lines, Typical Details	A20-B
Pavement Markings Symbols and Numerals	A24C
Pavement Markings, Words and Crosswalks	A24-D
Pavement Markings Words and Crosswalks	A24E
Delineators, Channelizers and Barricades	A73C
Pavement Markers and Traffic Lines, Typical Details	A20-D
Pavement Markings and Arrows	A24-A & A24-B
Curb Ramp Details	A88A

## SECTION XII. CONSTRUCTION DETAILS

The construction details covered under this Section XII shall be Special Provisions as set forth in Section VIII.

A. MAINTAINING TRAFFIC. Attention is directed to Section 7-1.08, "Public Convenience", 7-1.09, "Public Safety", of the State of California Standard Specifications, and to Section II, Article P of these specifications.

The Contractor shall furnish, install and maintain such facilities as barricades, traffic signs, and flagmen, as may be necessary to advise the public of construction hazards and to control traffic.

The Contractor will not be permitted to detour traffic from the work area at any time. The Contractor will be required to maintain two-way traffic at all times. Any lane closure shall be subject to the prior approval of the City Engineer.

The full width of the traveled way shall be open for use by public traffic when construction operations are not actively in progress on working days.

Prior to commencement of work, the Contractor shall provide the Engineer with sketches for approval, indicating the method of signing and necessary delineators for proposed lane closures.

The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make his own arrangement relative to keeping the work area clear of parked vehicles.

The provisions of Section 7-1.08 of the Standard Specifications, regarding State-furnished signs, are hereby revised to provide that all signs and other warning devices shall be provided by the Contractor and shall become his/her property after the completion of the contract. The Contractor shall refer to the current "Manual of Warning Signs, Lights and Devices for Use in the Performance of Work Upon Highways" and the "Uniform Sign Chart" issued by the Department of Transportation, Division of Operations.

Flagmen, if necessary, shall be properly equipped and trained in accordance with "Instructions to Flagmen", published by the California Department of Transportation. Section 12-2.02 is revised to provide that all flagmen shall be furnished by the Contractor at his/her expense.

The provisions in this section may be modified or altered if, in the opinion of the Engineer, public traffic will be better served and work expedited. Said modifications or alterations shall not be adopted until approved in writing by the Engineer.

No additional compensation will be allowed the Contractor for providing for the free passage of traffic through the work. Construction work hours are restricted between 9:00 AM to 4:00 PM, Monday through Friday.

Whenever vehicle or equipment is parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with florescent traffic cones or portable delineators placed on a taper in advance of the parked vehicle or equipment and along the edge of the pavement at 25-foot intervals to a point no less than 25 feet past the last vehicle or piece of equipment. A minimum of nine (9) cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a telescoping flag tree with flags. The flag tree shall be placed where directed by the Engineer.

**Contractor shall be responsible for posting “No Parking-Tow Away” Signs for the seventy-two (72) hours prior to construction. Contractor must obtain these signs at his/her own expense from the City’s Central Permits Office.**

The Contractor shall furnish, install and maintain such facilities as barricades, traffic signs, and flagmen, as may be necessary to advise the public of construction hazards and to control traffic. A traffic control plan identifying the size and location of such facilities shall be submitted to the Engineer for approval a minimum of two weeks prior to beginning construction. Any work being performed without proper signing in place shall be stopped until the unsatisfactorily condition is corrected.

The Contractor shall place barriers at each end of all excavations and at such places along excavations as may be necessary to warn all pedestrian and vehicular traffic of excavations. Lights shall also be placed along excavations (from sunset each day to sunrise of the next day) until excavation is entirely restored. Material for backfill or for protection of excavation in public roads from surface drainage shall be neatly placed and stored in containers so as to cause the least possible interference with public travel. Free access must be maintained to all fire hydrants, water valves and meters, and private driveways.

No trench or excavation shall be left open at the end of any day’s work. Daily traffic control measures shall continue until cleanup activities have been satisfactorily completed and all of the Contractor’s equipment has been removed from the traveled way area.

The provision of this section will not relieve the Contractor from his/her responsibility to provide such additional devices or take such measures as may be necessary to comply with the provision in Section 7-1.09, “Public Safety,” of the Standard Specifications.

B. ORDER OF WORK. Order of work shall conform to provisions of Section 5-1.05, “Order of Work”, of the Standard Specifications and these Special Provisions.

The Contractor shall coordinate his work with all other contractors or utility companies working in the construction area.

C. PORTLAND CEMENT CONCRETE. All concrete shall be Class "A" unless otherwise specified and shall meet the requirements of the Standard Specifications, Section 90. If it is found necessary to increase the slump of concrete at the site of the work it shall be done only by the addition of 16 pounds of cement (1/6 sack) per gallon of water. Such addition shall be made only at the direction of the Engineer and in his presence.

All edges of concrete shall be edged with a cement edger of the size 2-3/4" in width with a 3/16" radius. All joints or grooves that are indicated on the plans or required by the Engineer shall be marked with cement grooves or jointers 4" in width and having a groove 3/8" wide at the top and a depth of 1/4" to 1/2".

A power driven pavement saw shall be used to cut existing Portland cement concrete sidewalk, curb and gutter where it is necessary to remove the concrete. The depth of the cut shall be a minimum of 1-1/2" and straight; and, if two cuts are made, they shall be parallel. The cut shall be deep enough to permit complete breakage of the concrete without ragged edges. Sawcut debris is not permitted to enter the storm drain system and shall be vacuumed up by the contractor.

All concrete with exposed surfaces, such as sidewalk, curb, gutter, local depressions, driveway and catch basins tops shall be colored by adding to the mix a proportionate amount of the best quality lampblack, such proportion to be determined by the Engineer.

All new or previously existing concrete surfaces shall be left neat, clean and free from concrete droppings. The Contractor shall be responsible for preventing vandals or others from disfiguring or defacing the finished surfaces. Any new concrete surfaces disfigured due to pouring late in the day, or due to the failure on the part of the Contractor to provide adequate protection or covering to the new surfaces, shall be replaced at the Contractor's expense. The work shall conform to Section I.T. Construction Site Control and Section III. E. Clean Up.

The name of the Contractor and the year the work is performed shall be stamped upon both ends of each single piece of any concrete work, as called for by Section No. 22-5.3 of the Municipal Code. Contractor shall obtain a load slip from each delivery and give one copy of said slip to the Engineer at the point of deliver of the material.

All exposed surfaces shall be cured by the impervious membrane method to the satisfaction of the Engineer.

D. EQUAL AND/OR APPROVED EQUAL

Wherever the term "or equal" and/or "approved equal" are used following a trade name or the mention of any patented product in the specifications, they shall be deemed to read "or their equals in quality and utility" where two or more such trade names or patented products are mentioned. If any trade name or patented product or process is mentioned in these specifications and is not followed by any such term as "or equal", such trade name or patented product or process shall be deemed to be followed by the words "or its equal in quality and utility or their equals in quality and utility" if more than one is mentioned. Trade names, proprietary products and methods are used merely as standards of quality and utility and to designate the type of

material and processes desired. Materials and processes of equal quality and utility may be furnished or used so long as such substitution causes no delay to product delivery and/or installation and the Contractor has received written approval therefor by the Engineer. The Contractor shall allow 15 days for the Engineer's review of the proposed substitution.

E. DISPOSAL OF EXCAVATED MATERIALS. Salvable materials will be disposed of as directed by the Engineer. The Contractor shall dispose of at least 80% of the removed concrete, rock, brick, asphalt or other similar materials to an approved materials recycling location other than a landfill. The 80% shall be determined by weight of materials. All disposal and recycling weight/receipt tags shall be submitted to the Engineer. In Exhibit C is a suggested list of facilities that will accept construction and demolition waste materials. The Contractor shall submit a request and proof in writing if unable to achieve this 80% goal. Other waste materials shall be disposed of in localities outside of the City of Alameda at the discretion of the Contractor.

F. EXISTING IMPROVEMENTS. Existing fence, lawn, or other improvements within the area of the work shall be carefully removed without damage and replaced in their present location and condition upon completion of the work, in a manner satisfactory to the Engineer and the owner.

Existing lawn shall be removed only where necessary and shall be replaced if considered by the Engineer to be in good condition. Otherwise, the Contractor shall furnish four inches (4") of new loam and plant new lawn, all as approved by the Engineer. All ground surface and replaced lawn shall be left smoothly graded to the original grade.

All existing irrigation system including electric wire, pipelines, sprinkler heads, damaged as a direct or indirect result of construction activity, shall be replaced by the Contractor at his/her expense at appropriate locations in a manner satisfactory to the Engineer and the owner. Any existing improvements that are damaged or disturbed due to carelessness by the Contractor shall be replaced or adjusted to the satisfaction of the Engineer.

Existing fence or other improvements within the area of the work shall be carefully removed without damage and replaced in their present location and condition upon completion of the work, in a manner satisfactory to the Engineer and the owner.

The Contractor shall not disturb or destroy any permanent survey points and/or monuments without the written consent of the City of Alameda. Any permanent survey points and/or monuments disturbed or destroyed, as a direct or indirect result of construction activity shall be replaced to the satisfaction of the Engineer by a licensed surveyor.

All decorative landscaping (shrubs, plants, trees, lawn, etc.) and/or hardscaped ground surfaces (exposed aggregate, bricks and mortar, painted concrete, etc.) that are removed, damaged, or destroyed as a direct or indirect result of any work done for this project shall be replaced by the contractor at his expense and in the manner that is satisfactory to the engineer and the owner.

Unless specified separately by bid items, payment for existing improvements should be included in various bid items and no additional payment will be made.

G. TREE ROOTS. Where tree roots conflict with the grade for the placement or replacement of concrete work, the Contractor shall inform the City Maintenance Division immediately. When directed by the City Maintenance Division, the Contractor shall perform the necessary root removal and trimming to a minimum depth of ten inches (10") below the proposed concrete, to prepare the site for the concrete work. All cut roots shall be properly painted with an approved root-sealing compound. The Contractor shall then proceed with the work to completion. The cost of the Contractor cutting the tree roots involved shall be included in the cost of the work.

H. UTILITY RELOCATION. The known existing utilities and pipelines except building connections (laterals) are shown on the Drawings in their approximate location. The Contractor shall exercise care in avoiding damage to all utilities, as he/she will be held responsible for their repair if damaged. There is no guarantee that all utilities or obstructions are shown, or that locations indicated are accurate. Utilities are piping, conduits, wire, cable, poles, ducts, manholes, pull boxes and the like, located at the project site.

The Contractor shall be responsible for locating, protecting and supporting all utilities, which are to remain whether shown or not shown on the plans. Full compensation for this work shall be considered as included in the prices paid for the various contract items of work, and no additional allowance will be made.

The Contractor shall contact all affected utility owners and request them to locate their respective utilities prior to the start of "potholing" procedures. The utility owner shall be given seven days written notice prior to commencing potholing. If a utility owner is not equipped to locate its utility, the Contractor shall locate it.

The location of all affected utility underground pipes; conduits and other utilities shall be clearly marked on the pavement or with suitable markers if not on pavement. In addition to the location of metallic pipes and conduits, non-metallic pipe, ducts and conduits shall also be similarly located using surface indicators and shall then be similarly marked.

After the utility survey is completed, potholing shall commence to determine the actual location of the utilities. Prior to excavating for any new pipelines or structures, the Contractor shall locate and uncover all existing utilities to a point one foot below the utility. Pothole for all utilities where crossings, interferences, or connections to the new pipelines are shown on the Drawings, marked by the utility companies, or indicated by surface signs. The Contractor shall submit a report identifying each underground utility and its depth and station. Any variation in the actual elevations and the indicated elevations shall be brought to the Engineer's attention.

Any necessary relocations of utilities, whether shown on the Drawings or not, shall be coordinated with the affected utility. The Contractor shall perform the relocation only if instructed to do so in writing from the utility and the Engineer. Payment for work not shown on the Drawings shall be in accordance with Section VII, Article B, of these specifications or for a price previously agreed upon in writing, by the Contractor and the Engineer. If the Contractor does not expose all required utilities, he shall not be entitled to additional compensation for work necessary to avoid interferences, nor for repair to damaged utilities.

Excavations around underground electrical ducts and conduits shall be performed using extreme caution to prevent injury to workmen or damage to electrical ducts or conduits. Similar precautions shall be exercised around gas lines, telephone and television cables.

Backfill and pave with one inch of cutback after completing potholing.

If interferences occur at locations other than shown on the Drawings, the Contractor shall notify the Engineer, and a method for correcting said interferences shall be supplied by the Engineer. Payment for interferences that are not shown on the plans, nor for which there are surface indications, shall be in accordance with the provisions of the General Conditions.

Planned utility service shutdowns shall be accomplished during periods of minimum use. In some cases this may require night or weekend work, at no additional cost to the City. The Contractor shall program his work so that service will be restored in the minimum possible time, and shall cooperate with the utility companies in reducing shutdowns of utility systems to a minimum.

No utility shall be disconnected without prior written approval from the utility owner. When it is necessary to disconnect a utility, the Contractor shall give the utility owner not less than 72 hours notice when requesting written approval. The Contractor shall program his work so that service will be restored in the minimum possible time.

There are existing overhead electric and telephone transmission lines along the pipeline routes. These overhead utilities are not shown on the Drawings. Extreme caution shall be used when working in the vicinity of overhead utilities so as to prevent injury to workmen or damage to the utilities. The Contractor shall be required to comply with the applicable provisions of the California Construction Safety Orders when working anywhere on this project.

Existing gas, water, sewer and telephone house laterals are not specifically shown on the Drawings but do exist along the pipeline routes. Protect all service laterals from damage due to construction operations. If any laterals are damaged, notify the Engineer and the affected utility immediately. The cost of repair shall be borne by the Contractor.

I. EXCAVATION AND BACKFILL Method of excavation, trench shoring and dewatering, if applicable, shall be the responsibility of the Contractor, subject to the approval of the Engineer. It should be presumed that the presence of high groundwater will require dewatering operations.

J. EXTENT OF CONTRACT. The Contractor shall furnish all labor, material has herein specified, tools and equipment necessary and shall do all the work necessary to construct and put in complete order for use the construction project contemplated by these specifications, the various items, and in the approximate quantities tabulated in the Bidder's Proposal.

1. **MOBILIZATION (Bid Item No. 1)**

A. DESCRIPTION. Mobilization shall conform to the provisions in Section 11, "Mobilization," of the Standard Specifications.

B. MEASUREMENT. The quantity for mobilization will be measured as lump sum.

C. PAYMENT. Full compensation for MOBILIZATION (Bid Item #1) shall be at the contract lump sum price paid in accordance with Section 11 of the Standard specifications

2. **TRAFFIC CONTROL (Bid Item No. 2)**

A. DESCRIPTION. Traffic control shall consist of closing traffic lanes in accordance with the applicable details shown on the 2010 edition of the State Standard Plans, the provisions of Section 12, "Construction Area Traffic Control Devices" of the Standard Specifications and these Special Provisions. All traffic control plans proposed by the Contractor shall be reviewed and approved by the City Engineer prior to implementation.

A minimum of one paved traffic lane in each direction, not less than 11 foot- wide, shall be open for use by public traffic at all times. Cuts in street surface areas open for traffic and pedestrian sidewalk areas shall be covered with steel plates or patched with asphalt at the end of each day if the street is open to vehicular and pedestrian traffic during non-construction hours.

The provisions in this section will not relieve the Contractor from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.09, "Public Safety," of the 2010 edition of the State Standard Specifications.

The provisions in Section 7-1.08 of the Standard Specifications, regarding furnishing and installing of signs, cones, lights, flares, temporary railing, barricades and other traffic control facilities are hereby revised to provide that all signs and other warning devices shall be provided by the Contractor and shall become his property after the completion of the contract. The Contractor shall refer to the current "Manual of Warning Signs, Lighting and Devices for use in the Performance of Work Upon Highways" and the "Uniform Sign Chart" issued by the Department of Transportation, Division of Operations, as well as Part 6 of the MUTCD and the MUTCD California Supplement.

Flag staff, if necessary, shall be properly equipped and trained in accordance with "Instruction to Flagmen", published by the California Department of Transportation. Section 12-2.02 is revised to provide that all flagmen shall be furnished by the Contractor at his expense.

No additional compensation will be allowed the Contractor for providing for the free passage of traffic through the work. If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

Whenever vehicles or equipment are parked on the shoulder or street, they shall be enclosed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicle or equipment and along the edge of the pavement at 25-foot intervals to a point no less than 25 feet past the last vehicle or piece of equipment. A minimum of nine (9) cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (shoulder Work Ahead) sign shall be mounted on a telescoping flag tree with flags. The flag tree shall be placed where directed by the Engineer.

The Contractor shall furnish, install and maintain such facilities as barricades, traffic signs, and flagmen, as may be necessary to advise the public of construction hazards and to control traffic.

Within five (5) working days of the date the work is to commence pursuant to the NTP, the Contractor shall submit a Traffic Control Plan as part of the Initial Submittal Package that identifies the size and location of such facilities. This initial Traffic Control Plan shall cover a minimum of the first twenty (20) working days of work. All subsequent Traffic Control Plans shall be submitted to the Engineer for approval at least ten (10) working days before the date the proposed scheduled work is to commence. Any work performed without proper facilities in place shall be stopped until the unsatisfactorily condition is corrected. **The Traffic Control Plan shall be signed by a California-licensed traffic engineer.** The Traffic Control Plan shall address all impacts to vehicular, pedestrian and bicycle traffic in the area. The Traffic Control Plan shall include the Pedestrian Safety Plan.

At least 72 hours prior to beginning work on a section of street, curb or sidewalk that will affect use of the parking lane, the Contractor shall notify, by approved "No Parking - Tow Away" signs on barricades, all affected property owners, residents, businesses and agencies adjacent to that section of street. The "No-Parking" signs shall state the days, dates, and hours of parking lane closure, and shall be placed along the street on each side at no more than 50 feet spacing. The Contractor shall notify the Engineer at least one (1) working day in advance of the intent to post No-Parking signs, so that the timely posting can be verified by the Inspector. The Contractor is permitted to list up to one (1) working day before and one (1) working day after the scheduled days of work, as shown in the latest approved schedule on signs, in order to bracket the approved scheduled date of work. The Contractor shall remove the "No Parking" signs as soon as the parking lane is re-opened to parking

If the Contractor is unable to meet the scheduled and noticed time for the work, the Contractor shall immediately notify the Engineer and remove the posted "No-Parking" signs. The Contractor shall submit a new scheduling request in writing to the Engineer. Upon written approval of the Engineer, the Contractor shall post signs at least 72 hours prior to beginning work per the revised schedule

The Contractor shall place barriers at each end of all excavations and at such places along excavations as may be necessary to warn all pedestrian and vehicular traffic of excavations. Lights shall also be placed along excavations (from sunset each day to sunrise of the next day) until excavation is entirely restored. Material for backfill or for protection of excavation in public roads from surface drainage shall be neatly placed and stored in containers so as to cause the least possible interference with public travel. Free access must be maintained to all fire hydrants, water valves and meters, and private driveways.

No trench or excavation shall be left open at the end of any day's work. Daily traffic control measures shall continue until cleanup activities have been satisfactorily completed and all of the Contractor's equipment has been removed from the traveled way area.

Pedestrian access facilities shall be provided through construction areas within the right of way as shown on the plans and as specified herein. Pedestrian walkways shall be surfaced with HMA, Portland Cement Concrete or timber. The surface shall be skid resistant and free of irregularities. Hand railings shall be provided on each side of pedestrian walkways as necessary to protect pedestrian traffic from hazards due to construction operations or adjacent vehicular traffic. Protective overhead covering shall be provided as necessary to insure protection from falling objects and drip from overhead structures.

Full compensation for providing pedestrian facilities shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

Contractor will prepare a plan which identifies how ADA pedestrian access and bus stops will be maintained during each stage of construction. Contractor may use the staging and traffic handling plans as a base for the ADA access and bus stop location plans. Contractor will prepare a separate pedestrian and bus stop plan for each stage of construction and any change in bus stop locations or pedestrian access.

Contractor shall provide safe pedestrian access at all times. Contractor will coordinate with AC Transit to maintain bus stops or to relocate bus stops during the various stages of construction.

The Contractor shall have an approved Traffic Control Plan prior to commencing of work in the field. Contractor shall submit subsequent additions to the Traffic Control Plan, in conformance with Caltrans regulations and guidelines, in a timely manner to allow for the Engineer's review.

Personal vehicles of the Contractor's employees shall not be parked in the parking lanes or the traveled way, including any section closed to public traffic.

The Contractor shall notify local authorities of his intent to begin work at least 5 days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make his own arrangements relative to keeping the working area clear of parked vehicles.

The location of traffic control devices shall be checked by the Contractor especially at the beginning of the work period and periodically throughout the work day, to ensure that the devices are properly placed and maintained.

Flaggers shall not be used during the hours of darkness unless authorized by the City.

The Contractor shall conduct all operations with the least possible obstruction and inconvenience to the public. The Contractor shall have under construction no greater length or amount of work than can be completed within a workday with due regards to the rights of the public.

Work shall be accomplished in such a manner as to provide access to all intersecting streets and adjacent properties whenever possible. If access to any property cannot be provided, then adequate nearby parking shall be provided and maintained until direct access can again be restored. If during the course of the work, it is necessary to restrict access to certain driveways for an extended period of time, the Contractor shall notify the affected residents, in writing, at least seventy two (72) hours in advance.

B. MEASUREMENT. The quantity for “**Traffic Control**” will be measured on a lump sum basis.

C. PAYMENT. The contract lump sum price paid for “**Traffic Control**” shall include full compensation for furnishing all labor, materials, including signs, tools, equipment, mobilization, and incidentals, and for doing all the work involved in providing Traffic Control Plans, placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic control system, including supervision, approved traffic control plans, as required by these Special Provisions, and as directed by the City Engineer.

Full compensation for flagging costs shall be considered as included in the contract lump sum price paid for Traffic Control and no additional compensation will be allowed therefore, the shared cost for providing flagging as specified in 12-2.02 “Flagging Cost”, of the Standard Specifications, shall not apply to the item of traffic control.

3. **GRADING (Bid Item No. 3)**.

A. DESCRIPTION. Grading shall conform to Section 19, “Earthwork,” of the Standard Specifications and these special provisions and shall include all site work necessary for construction of roadway and other improvements.

Existing asphalt and concrete shall be sawcut by a power driven saw and in accordance with Article XII, Section C, Portland Cement Concrete. All concrete limits shall be to existing expansion joints or score lines as marked in the field by the City Construction Inspector. Asphalt concrete sawcut limits for curb and gutter construction, or removal, shall be not more than 12-inches out from proposed removal or new improvements or as shown on plan and shall be laid out by the Contractor and verified by the City Construction Inspector prior to sawcutting.

i. Removal of existing asphalt concrete pavement in street pavement areas for construction of improvements as shown on plans. Existing asphalt pavement is 5" thick over existing sand.

ii. Removal of existing asphalt concrete pavement, excavating and backfilling for irrigation sleeve.

iii. Aggregate base under new median and traffic island curbs and under stamped concrete. No aggregate base is required where existing curb, gutter, and sidewalk is being reconstructed. No additional compensation will be allowed the contractor for placing aggregate base beyond limits needed for construction of the concrete improvements.

iv. Removal of all concrete curb, gutter, sidewalk and park pathway sidewalk.

v. Grading and compacting the subbase for construction of new improvements to a relative compaction of 95% based on the Field Impact Method in pavement areas, and 80% in landscape areas.

vi. Removal of existing traffic signs, traffic striping and pavement markings as noted on plan. Striping removal shall be by blast cleaning or other method approved by the Engineer.

vii. Adjust manhole to grade.

viii. Construct pressure treated Douglas fir retaining planter adjacent to front yard new 3' high fence and back fill to adjacent existing landscape grade.

B. MEASUREMENT. The quantity for "**Grading**" will be measured on a lump sum basis.

C. PAYMENT. The contract lump sum price paid for "**Grading**" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and doing all the work as herein specified, including off haul and disposal off-site. The Contractor shall furnish and supply water with no additional payment to be made therefore.

4. PCC CURB (Bid Item No. 4).

A. DESCRIPTION. PCC Curb shall be Portland Cement Concrete and shall conform to City Standard Plan Drawing 6297B, Case 24 and shall be constructed in accordance with Section 73, Articles 73-1.01, 73-1.02, 73-1.04, and 73-1.05 of the Standard Specifications. Aggregate base under new curb shall be four inches (4"). Aggregate base under existing curb to be reconstructed is not required.

Curb height from top of curb to asphalt concrete flow line varies from the City standard 6" curb height to conform with existing concrete curb and to top of curb elevations shown on plan. In traffic medial and islands curb height may vary higher than 6", however, the total curb height from top of curb to bottom of curb shall remain per the standard plans (15").

New curb shall be epoxy grout dowled into existing curb as designated on plan.

B. MEASUREMENT. The quantity for “**PCC Curb**” will be measured on a linear foot of curb.

C. PAYMENT. The contract price per linear foot for “**PCC Curb**” shall include full compensation for furnishing all labor, tools, equipment and materials, and doing all the work necessary for construction of curb, including epoxy grout dowling.

Payment for aggregate base shall be included under the contract lump sum price for grading (Bid Item No. 2).

5. **PCC SIDEWALK (Bid Item No. 5).**

A. DESCRIPTION. Sidewalk shall be 3-1/2” thick of Portland Cement Concrete and shall conform to City Standard Plan Drawing 6297B, Case 24 and shall be constructed in accordance with Section 73, Articles 73-1.01, 73-1.02, 73-1.04, and 73-1.05 of the Standard Specifications.

In the median island crosswalk area, the new concrete crosswalk sidewalk shall be depressed from the new top of curb as indicated on plan. The depressed median island sidewalk shall slope to drain in both directions at 2% from the center towards the vehicle travel lane. The contractor has the option of pouring depressed median island sidewalk and median curb monolithically subject to approval and satisfaction of the engineer.

Score lines and expansion joints shall be as indicated on plan or to the standard plans if not indicated or as directed by the Construction Inspector.

Aggregate base (4” thick) shall be provided under new median sidewalk area. Where existing sidewalk is to be removed and new sidewalk placed aggregate base will not be required.

B. MEASUREMENT. The quantity for “**PCC Sidewalk**” will be measured on square foot of sidewalk.

C. PAYMENT. The contract price per square foot for “**PCC Sidewalk**” shall include full compensation for furnishing all labor, tools, equipment and materials, and doing all the work necessary for construction of sidewalk including disposal of excess material.

Payment for aggregate base shall be included under the contract lump sum price for grading (Bid Item No. 2).

6. **PCC COMMERCIAL SIDEWALK (Bid Item No. 6).**

A. DESCRIPTION. Commercial sidewalk shall be of Portland Cement Concrete and shall conform to City Standard Plan Drawing 6297B, Case 24 except that sidewalk shall be six-inch (6”) thick and reinforced as shown on plan and shall be constructed in accordance with Section 73, Articles 73-1.01, 73-1.02, 73-1.04, and 73-1.05 of the Standard Specifications. Commercial sidewalk shall be epoxy grout dowled into existing sidewalk as designated on plan.

Score lines shall match existing score lines.

Aggregate base (4" thick) shall be provided under the commercial sidewalk area.

B. MEASUREMENT. The quantity for "PCC Commercial Sidewalk" will be measured on square foot of commercial sidewalk.

C. PAYMENT. The contract price per square foot for "PCC Commercial Sidewalk" shall include full compensation for furnishing all labor, tools, equipment and materials, and doing all the work necessary for construction of commercial sidewalk including disposal of excess material.

Payment for aggregate base shall be included under the contract lump sum price for grading (Bid Item No. 2).

7. PCC STAMPED CONCRETE (Bid Item No. 7).

A. DESCRIPTION. Stamped concrete shall be Bomanite, or equal, and installed as shown on plan. Concrete shall be integrally colored throughout the mix. All concrete work shall be true to line and grade.

1. Materials:

a. **Concrete Mix Design:** The concrete shall have a minimum compressive strength of 3,000 psi. Portland cement shall conform to ASTM C150, Type I, III or V, depending on soil conditions. Aggregates shall conform to ASTM C33 and be minus 3/8". Mixing water shall be fresh, clean, and potable. A normal set or retarded set water-reducing admixture complying with ASTM C494 may be used. Nothing containing calcium chloride is permitted in the mix.

b. **Colored Hardener** shall be heavy-duty color hardener, Charcoal. Integral color shall be red. Provide color sample.

c. **Colored curing compound** shall be Bomanite, or equal, complying with ASTM C309 and with all applicable air pollution regulations. Color shall be earth-tone such as sandstone or sandy buff. Provide color scheme to Engineer for approval.

d. **Pattern for stamped concrete paving** shall be cobblestone.

2. Installation:

a. **General:** Work in this section shall be performed by a contractor who is licensed, tooled and trained to install stamped concrete paving. The contractor shall be required to provide a foreman or supervisor who has done at least three installations similar in scope and of high quality.

b. **Scope of Work to be Provided by the Stamped Concrete Contractor**  
**Shall Include:**

1. Provide materials: concrete, concrete colored hardener, and curing compound.
2. Providing imprinting tools.
3. Place integral colored concrete.
4. Apply color hardener.

5. Apply imprinting tools.
6. Apply colored curing compound.

c. **Installation:**

1. Concrete mix shall be placed and screeded to the proper grade and wood-floated to a uniform surface in the normal manner.

2. Colored hardener shall be applied evenly to the plastic surface by the dry-shake method using a minimum 60 pounds per 100 square feet. It shall be applied in two or more shakes, floated after each, and troweled only after the final float.

3. While concrete is still in the plastic stage of set, the imprinting tools shall be applied to make the desired patterned surface.

4. Colored curing compound, thinned in the proportion of 1 part cure to 1 part mineral spirits (paint thinner), shall be then applied uniformly for curing with a roller or motor-driven power sprayer. The coverage shall be approximately 600 to 650 square feet per gallon of unthinned curing compound.

5. The sealed surface shall be polished by a fine brush which removes residual dust or grout from the surface.

3. **Reinforcing:** None

4. Aggregate base (4" thick) to 95% compaction shall be provided under the stamped concrete.

B. MEASUREMENT. The quantity for "Stamped Concrete" will be measured on square foot of stamped concrete.

C. PAYMENT. The contract price per square foot for "Stamped Concrete" shall include full compensation for furnishing all labor, tools, equipment and materials, and doing all the work necessary for construction of stamped concrete including disposal of excess material.

Payment for aggregate base shall be included under the contract lump sum price for grading (Bid Item No. 2).

8. **FULL PLANE ASPHALT CONCRETE IN EXISTING STREET PAVEMENT (4")**  
**(Bid Item No. 8).**

A. DESCRIPTION. Existing asphalt concrete pavement shall be cold planed at the locations and to the dimensions shown on the plans.

Planing asphalt concrete pavement shall be performed by the cold planing method. Planing of the asphalt concrete pavement shall not be done by the heater planing method.

Cold planing machines shall be equipped with a cutter head not less than 30 inches in width and shall be operated so that no fumes or smoke will be produced. The cold planing machine shall plane the pavement without requiring the use of a heating device to soften the pavement during or prior to the planing operation.

The depth, width, and shape of the cut shall be as shown on the plans or as designated by the Engineer. The final cut shall result in a uniform surface conforming to the plans. The outside lines of the planed area shall be neat and uniform. Planing asphalt concrete pavement operations shall be performed without damage to the surfacing to remain in place.

All loose material planed from the street surface, including material deposited in the existing gutter or on the adjacent traveled way, shall immediately be removed from the work site.

The Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles for the final clean-up work and shall keep the planed area clean at all times until the street is resurfaced.

Where transverse joints are planed in the pavement at conform lines no drop-off shall remain between the existing pavement and the planed area when the pavement is opened to public traffic. HMA for temporary tapers shall be placed to the level of the existing pavement and tapered on a slope of 30:1 (Horizontal: Vertical) or flatter to the level of the planed area. HMA tapers shall be placed adjacent to driveways as directed by the Engineer to prevent cars from scraping the pavement/driveway surfaces when using the driveway after the planing operation. HMA tapers shall also be placed at pedestrian crosswalks to meet ADA accessibility guidelines.

HMA for temporary tapers shall be the same quality as the HMA used elsewhere on the project. HMA for tapers shall be compacted by any method that will produce a smooth riding surface. Temporary HMA tapers shall be completely removed, including the removal of loose material from the underlying surface, before placing the permanent surfacing. The removed material shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Operations shall be scheduled so that not more than three (3) days shall elapse between the time when transverse joints are planed in the pavement at the conform lines and the permanent surfacing is placed at the conform lines.

The material planed from the roadway surface, including material deposited in existing gutters or on the adjacent traveled way, shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications. Removal operations of cold planed material shall be concurrent with planing operations.

Reflective traffic line tape or temporary raised lane markers shall be applied in accordance with the manufacturer's instructions. Temporary delineation shall be the same color as permanent delineation. Full compensation for temporary delineation shall be considered as included in the contract lump sum price of Traffic Control, Bid Item No. 2 and no separate payment will be made therefor. Traffic tape or raised lane markings shall be removed when required and disposed of.

B. MEASUREMENT. The quantity for “**Full Plane Asphalt Concrete in Existing Street Pavement (4”)**” will be measured as lump sum. The quantity to be paid for will be irrespective of the number of passes required to obtain the depth shown on the plans.

C. PAYMENT. The contract price per lump sum for “**Full Plane Asphalt Concrete in Existing Street Pavement (4”)**” shall include full compensation for furnishing all labor, materials, tools, equipment, mobilization, and incidentals, and for doing all the work involved in cold planing asphalt concrete surfacing and off hauling and disposing of materials removed, temporary traffic measures; and constructing, maintaining, removing, and disposing of temporary HMA tapers, as specified in the Standard Specifications and these special provisions and as directed by the Engineer.

**Full compensation for furnishing and removing HMA for tapers shall be considered as included in the contract unit price for installing HMA and no additional compensation will be allowed therefore.**

9. **STREET PATCH (CONCRETE FORM AREAS – FULL PLUG) (Bid Item No. 9)**

A. DESCRIPTION. Asphalt concrete pavement areas opened for curb and depressed sidewalk construction forming shall be repaved with full depth asphalt concrete to adjacent asphalt pavement surface. These areas will then be ground down as part of the full planning operation.

Asphalt concrete resurfacing shall be Type A, and shall conform to the 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. Tack coat all surfaces to receive street patch.

B. MEASUREMENT. The quantity for “**Street Patch (Concrete Form Areas)**” will be measured by square foot.

C. PAYMENT. The contract unit price per square foot of **Street Patch (Concrete Form Areas), (Bid Item No. 9)**, shall include full compensation for furnishing all labor, tools, equipment and materials and doing all the work involved in constructing street patches.

Payment for reconstruction of trench for irrigation sleeve shall be paid for under “**Irrigation Sleeve, Bid Item 15**”.

10. **ASPHALT CONCRETE RESURFACING (HMA) (Bid Item No. 10)**

A. DESCRIPTION. Asphalt concrete shall conform to the plans and Section XII, D of these specifications except that aggregate shall be 1/2" and shall conform to the applicable requirements of Section 39 of the Standard Specifications.

B. MEASUREMENT. The quantity for "**Asphalt Concrete Resurfacing**" will be measured by ton. A duplicate certified ticket giving the weight of material in the truck and the date and time of weighing shall be given to the Engineer on the job as soon as the truck arrives at the work. All trucks used for hauling asphalt concrete shall be weighed empty daily at such times as directed by the Engineer.

C. PAYMENT. The contract unit price per ton of **Asphalt Concrete (HMA) (Bid Item No. 10)** shall include full compensation for furnishing all labor, tools, equipment and materials, and for doing all the work involved in placing the asphalt concrete.

**11. TRAFFIC STRIPING, MARKERS AND MARKINGS (Bid Item No. 11) and TRAFFIC SIGNS (Bid Item No. 12)**

A. DESCRIPTION.

Paint traffic stripes (traffic lines) and pavement markings, shall conform to the provisions in Section 84-1, "General," and 84-3, "Painted Traffic Stripes and Pavement Markings," of the Standard Specifications and these Special Provisions.

Paint and glass spheres shall conform to the State of California Department of Transportation current specifications for such materials.

Mechanical means shall be used to paint traffic stripes and pavement markings and to apply the glass spheres for traffic stripes. Paint material shall be applied by either spray or extrusion methods in a single uniform layer.

All additional work necessary to establish satisfactory lines for stripes and all layout work required for pavement markings shall be performed by the Contractor at his expense, including correction of minor irregularities in the line established by the Engineer. Correction of minor irregularities shall be accomplished by the application of cat tracks or dribble lines, the use of laser guidance devices, or by a combination of these techniques.

Paint stripes and pavement markings shall be applied only on dry surfaces and only during periods of favorable weather. Thermoplastic materials shall not be placed when the atmospheric temperature is below fifty degrees Fahrenheit (50°F); when roadway surfaces become damaged by rain, fog, or condensation; nor when it can be anticipated that the atmospheric temperature will drop below fifty degrees Fahrenheit (50°F) during the drying period.

Existing surfaces, which are to receive thermoplastic materials, stripes, and pavement markings shall be mechanically wire brushed and cleaned of all dirt and loose material.

Stencils and hand spray equipment shall be used to thermoplastic pavement markings. Stencils shall conform to the dimensions shown on the standard plans.

Completed traffic stripes shall have clean and well-defined edges, shall be uniform, shall be straight on tangent alignment, and shall be on a true arc on curved alignment. The widths of completed traffic stripes shall not deviate more than one-quarter inch (1/4") on tangent nor more than one-half inch (1/2") on curves from the width shown on the plans.

Completed pavement markings shall have clean and well-defined edges and shall conform to the dimensions shown on the plans, except that minor variations may be accepted by the Engineer.

Drips, overspray, improper markings, and thermoplastic materials tracked by traffic shall be immediately removed from the pavement surface by blast cleaning or other methods approved by the Engineer. All such removal work shall be at the Contractor's expense.

Contractor shall provide temporary pavement striping delineation necessary for the safe passage of vehicles (striping – either painted or pavement markers or both, stop bars and crosswalks). Lane or center line temporary delineation shall consist of reflective traffic line tape applied in pieces not less than four inches (4") long nor less than four inches (4") wide, spaced no more than twelve feet (12') apart on curve, nor more than twenty-four feet (24') apart on tangents, or as required by the Engineer.

For crosswalks temporary delineation shall consist of reflective line tape not less than eight inches (8") wide (two inches by four inches {2" x 4"} butted is acceptable), applied for the entire length of the stop bar or crosswalk or as required by the Engineer.

Reflective traffic line tape or temporary raised lane markers shall be applied in accordance with the manufacturer's instructions. Temporary delineation shall be the same color as permanent delineation. Full compensation for temporary delineation shall be considered as included in the contract lump sum price of Traffic Control, Bid Item No. 2 and no separate payment will be made therefor. Traffic tape or raised lane markings shall be removed when required and disposed of.

Traffic signs shall be installed at the locations shown on plan and shall conform to Drawing 7025B, Case 404, except that traffic signs shall be Unistrut Corporation tubing, or equal. Yielding breakaway system shall be used as an anchor base on all telespar tubing and shall be installed with the use of self-contained power equipment or pneumatic driving tool. Anchor base shall be driven to within 1" of the surface to allow attachment of the signpost. P.C.C. shall be used to fill in area at base or anchor so that a neat, clean and flush appearance is present.

B. MEASUREMENT. The quantity for Traffic Striping, Markers And Markings (Bid Item No. 11) and Traffic Signs (Bid Item No. 12) will be measured as lump sum.

C. PAYMENT. Payment for installation of traffic striping, pavement markers, pavement markings shall be at the contract lump sum price for "Traffic Striping, Markers And Markings (Bid Item No. 11)" and at the contract lump sum price for Traffic Signs (Bid Item No. 12), and shall include traffic control necessary to perform work, and shall include full compensation for furnishing all labor, tools, materials and equipment, and doing all the work necessary for installation of traffic striping, pavement markers, pavement markings, signs.

The quantities shown below are for permanent application, not temporary delineation, are approximate only, and are to be used only as a guide in bid determination. Contractor shall provide a unit cost breakdown for each (not due at time of bid).

Unless otherwise indicated all traffic striping and markings shall be thermoplastic.

## 12. IRRIGATION SLEEVE INCLUDING STREET TRENCH RECONSTRUCTION (Bid Item No.13) and IRRIGATION (Bid Item No. 14)

### A. DESCRIPTION.

It is the intent that the 2" sleeves be installed prior to construction of the hardscape improvements (i.e. curb, sidewalks, traffic median, etc.) so that the irrigation system can be installed after the contractor has completed or in conjunction with the hardscape improvements due to the required completion of the hardscape improvements by August 25. Sleeves shall be installed at a depth and horizontal spacing as necessary to achieve installation of the irrigation system.

Street pavement trench open for the irrigation sleeve crossing shall be reconstructed per Standard Plan 2930 Case 22, "Standard Section for Repaving Trenches", except that the 1' t-portion shall not be necessary. AC shall be 7" thick. Trench width shall be 3' in street. Retain existing curb.

New irrigation will be tied to the existing system at the baseball dugout. A gate valve shall be installed near the main line quick coupler in order that the park can remain functional and irrigated during construction. Make connect between new irrigation system into existing system as necessary.

Furnish all labor, tools, equipment, products, materials and transportation and perform all operations necessary to properly execute and complete all irrigation system work in accordance with the Drawings and these Specifications. The intent is to accomplish the work of installing an irrigation system, which will operate in an optimum manner. This intention is to be met foregoing any deficiency in setting a complete detailed description of the work to be done.

1. Pipes and Fittings: Drawings: For purposes of clarity and legibility, drawings are essentially diagrammatic to the extent that many offsets, bends, unions, special fittings, and exact locations of items are not indicated, unless specifically dimensioned.

Exact routing of piping, etc., shall be governed by structural conditions, obstructions.

Do not willfully install the irrigation system as shown on the drawings when it is obvious in the field that unknown obstructions, grade difference or discrepancies in area dimensions exist that might not have been considered in engineering. Such obstructions or differences shall be brought to the attention of the Engineer. In the event this notification is not performed, the contractor shall assume full responsibility for any revision necessary.

2. Site Visit. Contractor shall visit the construction site and shall take all measurements and obtain any other information as may be necessary for a complete and conclusive bid.

3. Substitutions. Prior to installation, any proposed substitution from the plans or these specifications is to be forwarded, in writing, to the Engineer for approval.

4. Submittal. Contractor shall submit manufacturers specifications of all materials to be used including but not limited to control valve and boxes, heads, piping.

5. Record Drawings. Maintain in good order in the field office one complete set of prints of all sprinkler drawings, which form a part of this contract. In the event any work is not installed as indicated on the drawings, such work shall be indicated and dimensioned accurately on record drawings as changes occur. Dimension from two permanent points of reference, building corners, sidewalk, road intersections, etc., the location of the following items:

Connection to existing irrigation water lines

Routing of pressure lines (dimension max. 100 feet long along routing)

Remote control valves

Quick-coupling valves

Other related equipment as directed by the Engineer

Upon completion of the work, obtain reproducible sepia mylars from the Engineer and neatly correct the plans (to be done by a competent draftsman) to show the as-built conditions. Delivery of the reproduceables shall not act to limit in any way the responsibility to furnish all required information that may be omitted from the reproduceables.

For all irrigation equipment, two copies of brochures, parts list and local manufacturer's representatives shall be supplied to the engineer at the completion of the job.

6. Operation and Maintenance Manuals. Prior to the final inspection of the irrigation system, furnish two (2) individually bound Service Manuals to the Engineer. The manuals shall contain the following:

Index sheet indicating the contractor's name, address and phone number.

A copy of the completed guarantee-following the form in these specifications.  
Certificate of insurance verifying coverage for completed operations.

List of equipment with names, addresses and telephone numbers of all local manufacturers' representatives.

Copies of equipment warranties and certificates.

Complete operating and maintenance instructions of all equipment including exploded drawings and spare parts lists.

Provide instruction in operation of system to owner's personnel in accordance with requirements of **Section 01700**.

Hardware Items:

Two (2) sets of matching Q.C.V. keys and hose swivels

Two (2) keys to each controller box

Two (2) sets of any special tool required for the maintenance of each type of component used in the sprinkler system.

7. Project Coordination and Conditions. Coordinate irrigation sleeve installation work with contractor's installation of other site improvements, including utility installation work and landscape installation. Site work such as trenching and backfilling shall not be performed during wet, muddy or frozen conditions. All work and materials shall be in full accordance with the latest rules and regulations of the National Electric Code; the Uniform Plumbing Code and other applicable state or local laws or regulations. Nothing in these drawings or specifications is to be construed to permit work not conforming to these codes. Furnish any additional material and labor required to comply with these rules and regulations, though the work is not mentioned in these particular specifications or shown on the drawings.

8. Product Delivery, Storage and Handling. Exercise care in handling, loading, unloading, and storing of pipe and fittings. Cracks can occur from sudden impact. Protect all plastic products from excessive exposure to sunlight. Any section of pipe that has been dented or damaged shall be removed from the site and, if installed, shall be replaced with new undamaged piping.

9. Materials:

(1) PVC pressure supply line pipe and fittings: Pressure supply line piping: PVC class 200 for two inch (2"); PVC schedule 40 for one and one-half inch (1-1/2") and smaller.

Pipe shall be made from an NSF-approved Type 1, Grade 1, PVC compound conforming to ASTM D1785. All pipe shall meet requirements as set forth in ASTM D2441, with an appropriate standard dimension ratio (SDR).

All PVC pipe shall bear the following markings: manufacturer's name, nominal pipe size, schedule or class, pressure rating in PSI, NSF, and date of extrusion.

All fittings shall bear the manufacturer's name or trademark, material designation, size, applicable IPS schedule and NSF seal of approval.

(2) PVC non-pressure sprinkler line piping and fittings: Non-pressure buried sprinkler line piping shall be PVC class 200 with solvent-weld joints.

Pipe shall be made from NSF approved, Type 1, Grade 11 PVC compound conforming to ASTM D1784. All pipe shall meet requirements set forth in ASTM D2441 with an appropriate standard dimension ratio.

Except as heretofore specified all requirements for non-pressure sprinkler line pipe and fittings shall be the same as for solvent-weld pressure supply line pipe and fittings as specified.

(3) PVC Schedule 80 nipples shall be used with molded threads. Machined threaded nipples will not be allowed.

(4) Connections between supply line and RCVs and QCVs shall be as specified or detailed on the drawings.

(5) Riser assemblies shall be as specified or detailed on the drawings.

(6) Valve and sprinkler heads shall be as specified and/or detailed on the drawings.

(7) Miscellaneous installation materials: Solvent weld joints shall be of make and type approved by manufacturer(s) of pipe and fittings. Solvent cement shall be a proper consistency throughout use. Mixing thinner with solvent will not be allowed.

Pipe joint compound shall be non-hardening, non-toxic materials designed specifically for use on threaded connections in water carrying pipe. Use Whitlam Blue Magic industrial grade thread sealing compound or equal. For two inch (2") and larger threaded connections, use teflon tape along with thread sealing compound.

Thrust Blocks: Concrete thrust blocks shall be as detailed on the plans.

Control or Valve Boxes: Provide fourteen by nineteen inch (14" x 19") plastic rectangular control valve box for each electrical control valve.

Gate valves and quick coupling valves: Use ten inch (10") plastic round box. Add extensions for gate valves as required.

(11) Inspection of Site Conditions. All scaled dimensions are approximate. The contractor shall check and verify all size dimensions prior to proceeding with work under this Section.

Exercise extreme care in excavating and working near existing utilities. Contractor shall be responsible for damages to utilities, which are caused by his operations or neglect. Check existing utilities drawings for existing utility locations.

Coordinate installation of irrigation materials, including pipe, so there shall be no interference with utilities or other construction or difficulty in planting trees, shrubs, and ground cover.

Verify water pressure and available gallonage prior to construction. If deficiencies are noted that will hinder the system's performance, notify the Engineer for directions to correct deficiencies.

The design is diagrammatic. All piping, valves, etc., shown within paved areas is design clarification only. Install piping, valves, etc., in planting areas.

(12) Preparation - Layout of Work. Prior to installation, stake out all pressure supply lines, routing and location of sprinkler heads and notify Engineer for reviewing layout when area or grade differences or obstructions are not as indicated on the plans.

(13) Installation.

a. Trenching. Dig trench straight and support pipe continuously on bottom of trench. Lay pipe to an even grade. Contractor shall provide dust control for window operation.

It is the intent that the 2" sleeve be installed in conjunction with the hardscape improvements due to the required completion of the hardscape improvements by August 22. Sleeves shall be installed at a depth and horizontal spacing as necessary to achieve installation of the irrigation system.

Trenches open for the irrigation sleeve crossing shall be reconstructed per Standard Plan 2930 Case 22, "Standard Section for Repaving Trenches".

b. Backfilling. Backfill trenches with select on-site material suitable for backfilling. Backfill shall be mechanically compacted in landscaped areas to a dry density equal to adjacent undisturbed soil in planting areas. Backfill shall conform to adjacent grades without dips, sunken areas, humps or other surface irregularities.

c. Pipe and Fitting Installation and Connections. Install no multiple assemblies on plastic lines. Provide each assembly with its own outlet.

Install all assemblies specified herein in accordance with details shown on drawings.

Thoroughly clean PVC pipe and fittings of dirt, dust and moisture before installation. Installation and solvent welding methods shall be as recommended by the pipe and fitting manufacturer.

On PVC to metal connections, the contractor shall work the metal connections first. Use pipe joint compound as specified in materials section per manufacturers specifications on all threaded PVC to PVC, and on all threaded PVC to metal joints. Do not over tighten. Where threaded PVC connections are required, use threaded PVC adapters into which the pipe may be welded.

d. Remote control valve. Install where shown on drawings. Install each remote control valve in a separate valve box.

e. Sleeving: Provide removable non-decaying plug at ends of sleeves and conduits to prevent entrance of earth.

f. Flushing of System: After all new pipe lines and risers are in place and connected, all necessary diversion work has been completed, and prior to installation of sprinkler heads, open control valves and use a full head of water to flush out the system.

Install sprinkler head only after flushing of system has been accomplished.

Sprinkler Heads: Install sprinkler heads as shown on drawings.

Spacing of heads shall not exceed maximum shown on drawings. In no case shall spacing exceed maximum recommended by the manufacturer.

(14) Field Quality Control:

a. Adjustment of the System. Flush and adjust all sprinkler heads for optimum performance and to prevent overspray onto walks and roadways.

If it is determined that adjustments in the irrigation equipment will provide proper and more adequate coverage, the contractor shall make such adjustments. Adjustments may also include changes in nozzle sizes and degrees of arc as required.

Lowering raised sprinkler heads by the contractor shall be accomplished within ten days after notification.

b. Testing of Irrigation System. Notify the Engineer at least three (3) days in advance of testing. Engineer shall be present during testing.

Testing of pressure supply lines shall occur after installation of remote control valves.

Pressure Test for Solvent Weld Pipe:

Apply tests after welded plastic pipe joints have cured at least four (4) hours or more if manufacturer of solvent cement requires.

Test supply lines per ASTM-F690 as follows: (1) add water slowly to pipe to avoid water hammer damage; (2) bleed system to insure all air is out of pipes; and (3) pressurize system to existing hydrostatic pressure existing in street main for twelve (12) hours. Visually inspect for leaks while system is holding pressure constant. Note-use hydraulic pump or other safe method – do not use air compressor.

Test sprinkler lines at line pressure and visually inspect for leaks.

c. Coverage Test. When the irrigation system is completed, perform a coverage test to determine if the water coverage for planting areas is complete and adequate. Furnish all materials and perform all work required to correct any inadequacies of coverage due to deviation from drawings. This test shall be accomplished before any ground cover is planted.

Upon completion of each phase of work, test and adjust entire system to meet site requirements.

(15) Cleanup. Cleanup shall be made as each portion of work progresses. Refuse and excess dirt shall be removed from the site, all walks and paving shall be broomed or washed down, and any damage sustained on the work of others shall be repaired to original conditions.

(16) Final Review Prior to Acceptance. Operate system in its entirety at time of final review. Any items deemed not acceptable shall be reworked to the satisfaction of the Engineer.

Final review shall take place after submission of all specified lists, record drawings, and manuals.

(17) Maintenance. Make all repairs and maintain the entire sprinkler system (**new portions only**) from the time of installation through the guarantee period.

(18) Guarantee for Irrigation System. Contractor hereby guarantees that the sprinkler irrigation system (**new portions only**) that has been furnished and installed is free from defects in materials and workmanship, and the work has been completed in accordance with the drawings and specifications. Contractor shall agree to repair or replace any defects in material or workmanship, any settling of backfilled trenches, which may develop during the period of one year from date of acceptance and also to repair or replace any damage caused by any defects in the irrigation system or resulting from the repairing or replacing of such defects at no additional cost to the City. Contractor shall make such repairs or replacements, including complete

restoration of all damaged planting, paving, or other improvements of any kind, within a reasonable time, as determined by the City, after receipt of written notice. In the event of the Contractor's failure to make such repairs or replacements within a reasonable time after receipt of written notice from the owner, Contractor authorizes the City to proceed to have said repairs or replacements made at Contractor's expense and Contractor will pay the costs and charges therefore upon demand. All material used in the irrigation system carries a manufacturer guarantee of one (1) year minimum. Contractor shall submit guarantee to Engineer at the time of acceptance of the irrigation system by the Engineer. The document shall include:

PROJECT: Raised Median and Curb Bulb-Out On Grand Street  
at Wood School, No. P.W. 03-14-16, Alameda

CONTRACTOR:  
LICENSE:  
GUARANTEE TO: City of Alameda  
DATE OF ACCEPTANCE:  
AUTHORIZED REPRESENTATIVE:

B. MEASUREMENT. The quantity for "**Irrigation Sleeve (2'') Including Trench Reconstruction, Bid Item #13**" will be measured as lump sum, and for "**Irrigation, Bid Item #14**" will be measured as lump sum.

C. PAYMENT. Payment for "**Irrigation Sleeve (2'') Including Trench Reconstruction (Bid Item No. 13)**" shall be at the contract lump sum price and for "**Irrigation (Bid Item No. 14)**" shall be at the contract lump sum price, complete and in place and shall include full compensation for furnishing all labor, tools, equipment and materials and doing all work involved in providing a fully functional irrigation system as specified above, removal and disposal of excess material, and connecting to existing system,

**13. LANDSCAPE PREPARATION (INCLUDING TOP SOIL & 2' MULCH (Bid Item No. 15)**

A. DESCRIPTION.

Traffic median planter area shall be backfilled with topsoil to eighty percent (80%) compaction. For estimating purposes assume fifteen inches (15'') compacted thickness. Topsoil shall conform to Section 20-2.01, "Topsoil" of the Standard Specifications and shall be placed to within three inches (3'') of the stamped concrete to allow for mulch. Prior to placement of topsoil the existing ground shall be scarified. Planter shall be thoroughly wet down and sprinkler coverage and operation confirmed. Allow soil to dry so as to be workable after which thoroughly cultivate to a depth of six (6) inches and allow to dry.

A finish course of bark mulch shall be placed to a depth of 2'' in landscape areas after shrub planting.. Mulch shall be walk-on shredded fir bark or shredded redwood bark or approved equal.

B. MEASUREMENT. The quantity for "**Landscape Preparation (Bid Item No. 15)**" will be measured as lump sum.

C. PAYMENT. Payment shall be at the contract lump sum of “**Landscape Preparation (Bid Item No. 15)**” complete and in place. Such payment shall include full compensation for furnishing all labor, tools, equipment and materials and doing all work involved in landscape preparation including removal and disposal of excess material.

14. SHRUBS (Bid Item No. 16)

A. DESCRIPTION. Shrubs shall be five (5) gallon of the type as shown on plan and shall be planted per detail shown on plan and these special provisions.

a. Quality Assurance. All plants shall have been grown in nurseries, which have been inspected by the State, or by the County Horticultural Inspector and have complied with all regulations thereof. This requirement does not prohibit use of plant materials grown outside of the State, provided such plant materials and shipments meet all the requirements of the State Department of Agriculture and conform to the State Grading Code of Nursery Stock, No. 1 Grade.

All plant materials shall meet the specifications of federal, state and county laws requiring inspection for plant diseases and insect infestations.

All plants shall be true to name and one of each bundle or lot shall be tagged with the name and size of the plants, in accordance with the standards of practice recommended by the American Association of Nurserymen. In all cases, botanical names shall take precedence over common names.

Deliver healthy, viable ground cover. Protect from sun scald, drying, sweating, whipping, and other handling and tying damage.

Deliver shrubs, ground covers, and plants after preparations for planting have been completed and install immediately. If planting is delayed more than 6 hours after delivery, set planting materials in shade, protect from weather and mechanical damage, and keep roots moist.

Do not remove container-grown stock from containers before time of planting.

Water root systems of shrubs stored on site. Water as often as necessary to maintain root systems in a moist condition.

b. Plant Materials. All plants shall have a habit of growth that is normal to the species, be sound, healthy, vigorous, and free from insect pests, plant diseases, sun scalds, fresh abrasions of the bark, excessive abrasions, or other objectionable disfigurements. All plants shall have normally well-developed branch systems, and vigorous and fibrous root systems which are not root or potbound. All plants not conforming to the requirements herein specified shall be marked as rejected and be immediately removed from the site of the work and replaced with new plants at the Contractor's expense. Such rejection shall not impair the right to reject plants during progress of work for size and condition of ball or roots, latent defects or injuries.

All plants shall be of the species, variety, size, age and condition as specified herein, or as shown on the drawings. Under no condition will there be any substitution of plants or sizes for those listed on the accompanying plans, except with the express written consent of the Engineer.

Plants shall not be pruned prior to delivery except upon special approval of the Engineer.

Container stock shall have grown in the containers in which delivered for at least six (6) months, but not over two (2) years.

No container plants that have cracked or broken balls of earth when taken from the container shall be planted. Canned stock shall be removed carefully from cans after containers have been cut on two sides with tin snips or other approved cutter. Boxed stock shall have all sides and bottom of box removed before backfilling.

c. Soil Amendment and Fertilizer. Contractor shall have soil analysis with fertilizer recommendation conducted by a recognized soil and plant laboratory and copy given to the Engineer. Soil shall be amended and fertilized accordingly. In addition, shrubs shall have fertilizer tablets designed to have a continuous release of nutrients for at least 24 months.

Dish and tamp top of backfill to form a three-inch (3") high mound around the rim of the pit. Do not cover top of root ball with backfill. After planting rake unplanted areas level.

d. General Warranty. The special warranty specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.

Special Guarantee: Guarantee all planting materials for a period of one year after date of substantial completion, against defects including death and unsatisfactory growth, except for defects resulting from lack of adequate maintenance, neglect, vandalism or abuse by Owner, abnormal weather conditions unusual for warranty period, or incidents that are beyond Contractor's control. Remove and replace dead planting materials immediately.

Replace planting materials that are more than twenty-five percent (25%) dead or in an unhealthy condition at end of warranty period.

Upon completion of all planting and cleanup work, Contractor shall request a preliminary inspection. Completion of all corrective work and inspection and approval of it shall establish the beginning of the maintenance period.

Maintenance shall start immediately upon the Engineer's approval as specified above.

Maintenance period shall continue for sixty (60) calendar days after approval of all planting work by the Engineer.

All plants shall be kept in healthy, growing condition by replacement of dead or dying plants where necessary, by hand-watering, weeding, cultivating, pruning, spraying, trimming, protection from wind and by performing any other necessary operations or maintenance until final acceptance of the planting.

Overall site is to be weeded regularly during the maintenance period. A final weeding of all plant areas shall be made immediately prior to final inspection.

A final inspection shall be held at the conclusion of the maintenance period. Prior to the final inspection, the Contractor shall do a final weeding; pre-emergent application, and raking of all planting areas and the job site shall be cleared of all debris.

Contractor shall request this inspection in writing at least ten (10) days before the anticipated date.

It is the Contractor's responsibility to maintain all plant material until they have been notified of final acceptance by the Engineer.

B. MEASUREMENT. The quantity for "**Shrubs (Bid Item No. 16)**" will be measured per each.

C. PAYMENT. Payment shall be at the contract unit price per "**Shrubs (bid Item No. 16)**" complete and in place. Such payment shall include full compensation for furnishing all labor, tools, equipment and materials and doing all work involved in planting, maintenance period and guarantying shrubs.

**15. TREES (BID ITEM No. 17)**

A. DESCRIPTION. Tree locations are shown in approximate location. Mark tree locations on site using stakes, lime or similar means in coordination with the City of Alameda Recreation & Park Supervisor through Construction Inspector. Trees shall be of species shown on plan and installed per City of Alameda Standard Plan Drawing 9050, Case 74, Street Trees Planting Detail, except that tree size shall be 15-gallon and no deep root planters are required. No mulch is required in trees around lawn areas.

Contractor shall maintain and guarantee trees per the Standard Plan Drawing 9050, Case 74.

B. MEASUREMENT. The quantity for "**Park Tree (Bid Item No. 17)**" will be measured per tree.

C. PAYMENT. Payment shall be at the contract unit price per tree, “**Park Tree (Bid Item No. 17)**”, complete and in place. Such payment shall include full compensation for furnishing all labor, tools, equipment and materials and doing all work involved in planting, maintenance period and guarantying trees.

16. **REDWOOD FENCE 3’ (BID ITEM No. 18) AND REDWOOD FENCE 6’ WITH 2’ LATTICE (BID ITEM No. 19)**

A. DESRPTION.

Existing fence shall be removed in its entirety. A new fence shall be constructed per detail shown on plan. Wood shall be redwood, except that posts shall be pressure treated Douglas fir. Concrete footing foundation shall be of size and depth to prevent swaying of fence post and shall have galvanized steel ties with bolt fasteners. Posts so not extend below the adjacent surface grades. Provide shop drawing of foundation footing and ties.

Contractor shall provide temporary fencing in any open areas where existing fence has been removed and new fence has yet to be installed to prevent non-resident persons from entering rear/side yards. Orange barrier fencing of adequate height is acceptable.

Finish – Graffiti resistant coating shall be painted on the west (walkway) side and shall be Kelly Moore, TSW 4, or equal. An additional two gallons of the graffiti paint shall be provided to the Public Works Maintenance Yard (via City’s Construction Inspector). The property owner’s side shall be coated with UV resistant clear coat. Apply per manufacturers instructions.

B. MEASUREMENT. The quantity for “**Redwood Fence 3’ (Bid Item No. 18)**” and “**Redwood Fence 6’ With 2’ Lattice (Bid Item No. 19)**” will be measured by linear foot.

C. PAYMENT. Payment shall be at the contract price per linear foot of “**Redwood Fence 3’ (Bid Item No. 18)**” and “**Redwood Fence 6’ With 2’ Lattice (Bid Item No. 19)**” in place. Such payment shall include full compensation for furnishing all labor, tools, equipment and materials and doing all work involved in installation of the fence, including removing and disposing of existing fence materials, temporary fencing, restoring landscape areas, application of paint, and providing additional graffiti paint to the Public Works Maintenance Yard.

17. **PERMIT ALLOWANCE (BID ITEM NO. 20)**

A. DESCRIPTION. Refer to Section II, Item H of this specification. The amount shown in the bid form is an allowance, which will change after the contract is awarded.

B. MEASUREMENT. The quantity for “**Peremit Allowance (Bid Item No. 20)**” will be measured as an allowance. The Contractor will be reimbursed for the atcula cost of he permit. The Contractor shall provide copies of receipts as proof of permit payment.

C. PAYMENT. Payment for “**Permit Allowance, Bid Item No. 20)** shall be at the actual permit cost of the permit, not the allowance. Such payment shall include full compensation for furnishing all labor, tools, equipment and materials and doing all work involved in the procuring the permit.

### SECTION XIII. MANDATORY INITIAL PROJECT SUBMITTAL PACKAGE

A. REQUIRED REPORTS. Within five (5) working days of the date the work is to commence pursuant to the Notice to Proceed, the Contractor shall submit the following:

- Construction Schedule (Section VI.A)
- Traffic Control Plan for at minimum the first 20 working days of the contract (Section II.O)
- SWPPP (Section II.S)
- Waste Reduction and Recycling Plan (Section II.T)

The Contractor shall not proceed with construction until these submittals have been approved by the City Engineer and the Contractor has received such approval in writing.

**Exhibit 'A'**

**BIDDER'S PROPOSAL FORM**

Bidder's Proposal

Subcontractors to be used in the Performance of this Contract (Form)

Security For Compensation Certificate

Important Instructions

**BIDDER'S PROPOSAL**

Specifications and Special Provisions

Proposal to the COUNCIL of the CITY OF ALAMEDA:

No. P.W. 06-13-16  
 Filed:  
 Raised Median Curb Bulbout, Grand at Woods School

The undersigned declares that he has carefully examined the location of the proposed work and the Plans, Specifications, and Special Provisions therefore, referred to herein, and hereby proposes to furnish all labor, materials, machinery, tools and equipment required to perform the work, and to do all the said work, in accordance with said Plans, Specifications and Special Provisions for the unit prices set forth in the following schedule:

Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Unit Price	Total Price
1.	1 Lump Sum	Mobilization		
		@ _____	\$ _____	\$ _____
		_____		
		Lump Sum		
2.	1 Lump Sum	Maintaining Traffic		
		@ _____	\$ _____	\$ _____
		_____		
		Lump Sum		
3.	1 Lump Sum	Grading		
		@ _____	\$ _____	\$ _____
		_____		
		Lump Sum		

Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Unit Price	Total Price
4.	230 LF	PCC Curb  @ _____ Linear Foot	\$ _____	\$ _____
5.	411 SF	PCC Gutter  @ _____ Square Foot	\$ _____	\$ _____
6.	273 SF	PCC Commercial Sidewalk  @ _____ Square Foot	\$ _____	\$ _____
7.	341 SF	Stamped Concrete  @ _____ Square Foot	\$ _____	\$ _____
8.	1 Lump Sum	Full Plane Asphalt Concrete in Existing Street Pavement (4")  @ _____ Lump Sum	\$ _____	\$ _____
9.	257 SF	Street Patch (Concrete Form Areas – Full Plug)  @ _____ Square Foot	\$ _____	\$ _____

Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Unit Price	Total Price
10.	195 Ton	Asphalt Concrete Resurfacing (HMA)  @ _____ Ton	\$ _____	\$ _____
11.	1 Lump Sum	Traffic Striping, Markers & Markings  @ _____ Lump Sum	\$ _____	\$ _____
12.	1 Lump Sum	Traffic Signs  @ _____ Lump Sum	\$ _____	\$ _____
13.	1 Lump Sum	Irrigation Sleeve (2") Including Street Trench Reconstruction  @ _____ Lump Sum	\$ _____	\$ _____
14.	1 Lump Sum	Irrigation  @ _____ Lump Sum	\$ _____	\$ _____
15.	1 Lump Sum	Landscape Preparation (Including Top Soil & 2" Mulch)  @ _____ Lump Sum	\$ _____	\$ _____

Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Unit Price	Total Price
16.	15 Each	Shrubs (5-Gallon)  @ _____ Each	\$ _____	\$ _____
17.	4 Each	Trees  @ _____ Each	\$ _____	\$ _____
18.	20 LF	Redwood Fence 3'  @ _____ Linear Foot	\$ _____	\$ _____
19.	133 LF	Redwood Fence 6' +2' Lattice  @ _____ Lump Sum	\$ _____	\$ _____
20.	1 Allowance	Permits  @One Thousand Dollars Allowance	\$1,000.00	\$1,000.00

**TOTAL BASE BID** \$ \_\_\_\_\_



The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications and Section 2-1.01, "General," for the special provisions.

## LIST OF SUBCONTRACTORS

<u>Name and Address</u>	<u>Description of Portion Of Work Subcontracted</u>

*(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)*

### **EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The bidder \_\_\_\_\_, proposed subcontractor \_\_\_\_\_, hereby certified that he has \_\_\_\_, has not \_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all report due under the applicable filing requirements.

**NOTE:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

SECURITY FOR COMPENSATION CERTIFICATE

(Required by Paragraph 1861, California Labor Code)

To: \_\_\_\_\_

\_\_\_\_\_

I am aware of the provisions of Section 3700 of the Labor Code of the State of California which requires every employer to be insured against liability for worker's 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.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Signature of Bidder)

\_\_\_\_\_

\_\_\_\_\_

Business Address

## IMPORTANT INSTRUCTIONS

1. Any erasure or interlineation may invalidate bid.
2. If corporation is bidder, affix seal of corporation.
3. If bidder is:
  - (a) An individual doing business under his own name, sign his own name only.
  - (b) An individual using a firm name, sign: Example, "John Doe, an individual doing business as Blank Company."
  - (c) A co-partnership, sign: Example, "Blank Company, by John Doe, President" (or other title).
4. If a firm or co-partnership, give the names of all individual co-partners composing the firm. If a corporation, state legal name of corporation; also name of president, secretary and treasurer thereof.
5. If a bid is sent by mail, write the word "Proposal" plainly on the envelope.

## **Exhibit 'B'**

# **CERTIFIED PAYROLL AND PREVAILING WAGES FORMS**

Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements

Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements

Certification of Bidder Regarding Section 3 and Segregated Facilities

Certification of Proposed Subcontractor Regarding Section 3 and Segregated Facilities

Certification of Understanding and Authorization

Certification For Applicable Fringe Benefit Payments

Authorization For Deductions

**EXHIBIT B: Certified Payroll Forms**

CITY OF ALAMEDA PUBLIC WORKS DEPARTMENT CONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS		
(Appropriate Recipient):	DATE	
c/o	PROJECT NUMBER (if any)	
	PROJECT NAME	
1. The undersigned, having executed a contract with _____ for the construction of the above-identified project acknowledges that:		
(a) The Labor Standards provisions are included in the aforesaid contract;		
(b) Correction of any infractions of the aforesaid conditions, including infractions any of his subcontractors and Any lower tier subcontractor, is his responsibility.		
2. He certifies that:		
(a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary Labor, part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act as amended (40 U.S.C. 276u-2(a)).		
(b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.		
He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards at Prevailing Wage Requirements executed by the subcontractors.		
He certified that:		
(a) The legal name and the business address of the undersigned are:		
(b) The undersigned is:		
(1) A SINGLE PROPRIETORSHIP		(3) A CORPORATION ORGANIZED IN THE STATE OF
(2) A PARTNERSHIP		(4) OTHER ORGANIZATION (Describe)
(c) The name, title and address of the owner, partners or officers of the undersigned are:		
NAME	TITLE	ADDRESS

**EXHIBIT B: Certified Payroll Forms**

(d) The names and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):		
NAME	TITLE	ADDRESS
(e) The names, address and trade classification of all other building construction contractors in which the undersigned, has a substantial interest are (if none, so state):		
NAME	TITLE	ADDRESS

3. He certifies:
(a) The company's Federal Tax Identification Number is:
(b) The ethnicity of the company's owner(s) is/are:
(c) Is the company a female owned business: _____ Yes _____ No

Date \_\_\_\_\_ (Contractor)

By \_\_\_\_\_ (Signature)

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S. C. Provides in part "Whoever .....makes, passes, utters, or publishes any statement, knowing the same to be false .....shall be fined not more than \$5,000 or imprisoned not more than two years or both."



**EXHIBIT B: Certified Payroll Forms**

(d) The names and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):		
NAME	TITLE	ADDRESS
(e) The names, address and trade classification of all other building construction contractors in which the undersigned, has a substantial interest are (if none, so state):		
NAME	TITLE	ADDRESS

3. He certifies:
(a) The company's Federal Tax Identification Number is:
(b) The ethnicity of the company's owner(s) is/are:
(c) Is the company a female owned business: _____ Yes _____ No

Date: \_\_\_\_\_ (Contractor)

By \_\_\_\_\_ (Signature)

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S. C. Provides in part "Whoever .....makes, passes, utters, or publishes any statement, knowing the same to be false .....shall be fined not more than \$5,000 or imprisoned not more than two years or both."

**EXHIBIT B: Certified Payroll Forms**

CERTIFICATION OF BIDDER REGARDING SECTION 3  
AND SEGREGATED FACILITIES

\_\_\_\_\_  
Name of Prime Contractor

\_\_\_\_\_  
Project Name and Number

The undersigned hereby certified that:

- (a) Section 3 provisions are included in the Contract.
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000).
- (c) No segregated facilities will be maintained.

Name

\_\_\_\_\_  
Name and Title of Signer (Print or Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EXHIBIT B: Certified Payroll Forms**

CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING  
SECTION 3 AND SEGREGATED FACILITIES

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Project Name and Number

The undersigned hereby certified that:

- (a) Section 3 provisions are included in the Contract.
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000).
- (c) No segregated facilities will be maintained, as required by Title VI of the Civil Right Act of 1964.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name and Title of Signer (Print or Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EXHIBIT B: Certified Payroll Forms**

**CERTIFICATION OF UNDERSTANDING  
AND AUTHORIZATION**

Project Name: \_\_\_\_\_

Project Number: \_\_\_\_\_

This is to certify that the principals, and the authorized payroll officer, below, have read and understand the Minutes of the Preconstruction Conference and the labor standards clauses pertaining to the subject project.

The following person(s) is designated as the payroll officer for the undersigned and is authorized to sign the Statement of Compliance which will accompany our weekly certified payroll reports for this project:

\_\_\_\_\_  
Designated Payroll Officer (Name)

\_\_\_\_\_  
Designated Payroll Officer (Signature)

\_\_\_\_\_  
Authorized by (Contractor/Subcontractor)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(IRS) Employer Identification Number

\_\_\_\_\_  
(Date)

**EXHIBIT B: Certified Payroll Forms**  
**CERTIFICATION FOR APPLICABLE FRINGE BENEFIT PAYMENTS**

Project Name: \_\_\_\_\_  
 Project Number: \_\_\_\_\_

Classification/ Fringe Benefits Provided	Name, Address and Telephone Number of Plan/Fund/Program
1. _____ Health and Welfare	_____
_____	_____
_____	_____
_____	_____
_____	_____
2. _____ Health and Welfare	_____
_____	_____
_____	_____
_____	_____
_____	_____
3. _____ Health and Welfare	_____
_____	_____
_____	_____
_____	_____
_____	_____

OR: (Check if applicable)

\_\_\_\_\_ I certify that I do not make payments to approved fringe benefit plans, funds or programs.

_____	By _____
Contractor/Subcontractor	Signature
_____	_____
Date	Title

**EXHIBIT B: Certified Payroll Forms**

**AUTHORIZATION FOR DEDUCTIONS**

The undersigned authorized deductions, as noted, to be made from their wages. It is understood that these deductions: (a) are in the interest of the employee; (b) is not a condition of employment; (c) there is no direct or indirect financial benefit accruing to the employee; and; (d) it is not otherwise forbidden by law.

Employee's Name	Employee's Signature	Date	Deduction
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

\_\_\_\_\_  
Signature of Authorized Representative of Employee

\_\_\_\_\_  
Authorized Representative's Name and Title

\_\_\_\_\_  
Date

**Exhibit 'C'**

**LIST OF PROCESSORS BY MATERIAL**

**LIST OF PROCESSORS BY MATERIAL**

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.

Please call each facility for accepted materials, hours of operation, and the terms and conditions prior to delivering your materials.

**ASPHALT & CONCRETE**

**AMAN ENVIRONMENTAL CONSTRUCTION** (510) 553-0110  
8300 Baldwin Street, Oakland  
. Clean asphalt  
. Clean concrete

**CALMAT** (925) 485-1279  
501 El Charo Road, Pleasanton  
. Clean asphalt  
. Clean concrete

**COUNTY QUARRY PRODUCTS, INC.** (510) 682-0707  
5501 Imhoff Drive, Martinez  
. Clean asphalt  
. Clean concrete  
. Concrete with rebar  
. Concrete roofing  
. Tiles, gravel, porcelain

**CURTNER QUARRY** (510) 793-8861  
2000 Scott Creek Road, Milpitas  
. Clean concrete  
. Clean asphalt (broken or grindings)  
. Concrete roofing  
. Tiles, gravel, porcelain

**DAVIS STREET TRANSFER STATION** (510) 638-2303  
2615 Davis Street, San Leandro

**DORN RECYCLERS** (925) 449-9328  
Livermore  
(May pickup: large quantities)

**DUTRA MATERIALS**

(510) 887-8070

4001 West Winton Avenue, Hayward

- . Clean asphalt
- . Clean concrete
- . Concrete with rebar
- . Concrete roofing
- . Tiles, gravel, porcelain

**LA VISTA QUARRY**

(510) 538-5085

28814 Mission Boulevard, Hayward

- . Clean asphalt
- . Clean concrete
- . Concrete with rebar
- . Concrete roofing
- . Tiles, gravel, porcelain

**RAISCH PRODUCTS**

(408) 227-9222

2122 Old Calaveras Road, Milpitas

- . Clean asphalt
- . Clean concrete
- . Concrete with rebar
- . Concrete roofing
- . Tiles, gravel, porcelain

**RAISCH PRODUCTS**

(408) 734-4245

1444 Borregas Avenue

- . Clean asphalt
- . Clean concrete
- . Concrete with rebar
- . Concrete roofing
- . Tiles, gravel, porcelain

**RAISCH PRODUCTS**

(510) 623-5870

7010 Auto Mall Parkway, Fremont

- . Clean asphalt
- . Clean concrete
- . Concrete with rebar
- . Concrete roofing
- . Tiles, gravel, porcelain

**RAISCH PRODUCTS** (408) 227-9222  
55 Hillsdale Avenue, San Jose  
. Clean asphalt  
. Clean concrete  
. Concrete with rebar  
. Concrete roofing  
. Tiles, gravel, porcelain

**RECYCLED BUILDING MATERIALS- WHOLE HOUSE SALVAGE** (650) 856-0634  
. Cinder blocks  
. Roofing tiles

**SPECIALTY CRUSHING** (510) 986-0964  
Oakland  
. Clean asphalt  
. Clean concrete  
. Cinder blocks

**SRDC, Inc.** (415) 367-7324  
195 Seaport Boulevard, Redwood City  
. Clean asphalt  
. Clean concrete

**SYAR INDUSTRIES, INC.** (510) 215-1114  
Foot of Parr Boulevard, Richmond  
. Clean asphalt  
. Clean concrete

**THE REUSE PEOPLE** (510) 567-8525  
2615 Davis Street, San Leandro  
. Reuse/free drop-off;  
. Useable, whole cinder blocks  
. Roofing tile

**VASCO ROAD LANDFILL & RECYCLING DROPOFF** (925) 447-0491  
4001 North Vasco Road, Livermore  
. Clean asphalt  
. Clean concrete

**WRT WASTE MANAGEMENT**

(415) 822-2175

895 Egbert Avenue, San Francisco

- . May pickup; asphalt, concrete

**ZANKER RESOURCE MANAGEMENT**

(408) 263-2383

705 Los Esteros Way, San Jose

- . Clean asphalt
- . Clean concrete
- . Concrete with rebar
- . Concrete roofing
- . Tiles, gravel, porcelain

Recycled materials, if deemed acceptable, by the Engineer, for the requirements of these specifications will be considered for building materials. Contractor shall submit a request in writing for the Engineer's use. The written request shall include all specification information required by the Engineer that provides him/her assurance that the proposed materials are an equal or better to those specified herein.

For further information regarding materials and vendors, Contractor may call Waste Management at (510) 747-7960.

**Exhibit 'D'**

**SAMPLE CONTRACT AGREEMENT/  
ADDITIONAL INSURED CERTIFICATE**

Sample of Contract Agreement  
(10 pages total)

Additional Insured Certificate  
(1 page)

**CONTRACTOR AGREEMENT**

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and \_\_\_\_\_, a \_\_\_\_\_ (California corporation, partnership, sole proprietor, individual) whose address is \_\_\_\_\_ hereinafter called the Contractor, in reference to the following:

**RECITALS:**

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

B. City and Contractor desire to enter into an agreement for Raised Median Curb Bulbout, Grand Street at Wood School, in accordance with Specifications, Special Provisions and Plans, adopted therefor, No. P.W. 03-14-16, including all exhibits and supports, filed in the office of the City Clerk on May 20, 2014, which is incorporated herein by reference.

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

1. **TERM:**

The Contractor shall begin work within five (5) working days after receiving notice from the Engineer to commence the work, and shall diligently prosecute the work to completion before the expiration of forty (40) consecutive working days from the date of receipt of notice to begin work.

This contract may be mutually amended on a year-by-year basis, for up to four (4) additional years, at the sole discretion of the Public Works Director, based, at a minimum, upon satisfactory performance of all aspects of this contract. The Public Works Director may submit written notice that the contract is to be extended at the same terms and costs as the existing contract.

The unit prices for any contract amendment(s) to this agreement shall be adjusted by the Construction Cost Index for the San Francisco Bay Area reported in the Engineering News Record for the trades associated with the work from the date of the original bid opening to the estimated date of the proposed amendment(s).

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 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 shall perform each requested task set forth in the Bidder's Proposal detailed in Exhibit "A", as directed by the City, which is attached hereto and incorporated herein by this reference. The Contractor acknowledges that the work plan included in Exhibit "A" is tentative and does not commit the City to perform all task 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 said City, to be taken from the Safe Routes to School Fund (Fund 310).

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 90% of the value of the work completed as determined by the City. The City shall retain 10% 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 under this contract shall not exceed \$(figure rounded to the nearest \$100), which includes a XX percent contingency (\$show \$ amt.). 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 make prompt and regular incremental acceptances of portions, as determined by the agency 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 10 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency'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 late payment, or nonpayment by the contractor, or deficient subcontractor's performance, or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

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

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

It is agreed by the parties to the Agreement that in case 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 that 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 the Contractor will pay to the City the sum of FIVE HUNDRED DOLLARS (\$500) per day for each and every day's delay beyond the time prescribed to complete the work; and the 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 the 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 it decides to extend the time limit for the completion of the Agreement, it shall further have the right to charge the Contractor, his or her 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.

The 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 the 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 and the extent of the delay, and its findings of the facts thereon shall be final and conclusive.

5. **STANDARD OF CARE:**

Contractor agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City nor have any contractual relationship with City.

6. **INDEPENDENT PARTIES:**

City and Contractor intend that the relationship between them created by this Agreement is that of employer-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. None of the benefits provided by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Contractor, its employees or agents.

Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Contractor. Payments of the above items, if required, are the responsibility of Contractor.

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

9. **HOLD HARMLESS:**

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

10. **INSURANCE:**

On or before the commencement of the terms of this Agreement, Contractor shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C and D. 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 by certified mail, "Attention: Risk Manager." It is agreed that 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 that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City as additional insured shall be submitted with the insurance certificates.

A. **COVERAGE:**

Contractor shall maintain the following insurance coverage:

(1) **Workers' Compensation:**

Statutory coverage as required by the State of California.

(2) **Liability:**

Commercial general liability coverage in the following minimum limits:

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

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

(3) **Automotive:**

Comprehensive automobile liability coverage in the following minimum limits:

Bodily injury:	\$2,000,000 each occurrence
Property Damage:	\$2,000,000 each occurrence
	or
Combined Single Limit:	\$2,000,000 each occurrence

(4) **Pollution Prevention:**

Legal liability required for hazardous materials excavation in the amount of 2,000,000 each occurrence.

B. **SUBROGATION WAIVER:**

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

C. **FAILURE TO SECURE:**

If Contractor at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Contractor's name or as an agent of the Contractor and shall be compensated by the 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.

D. **ADDITIONAL INSURED:**

City, its City Council, boards and commissions, officers, and employees 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.

E. **SUFFICIENCY OF INSURANCE:**

Contractor shall furnish the following bonds from a bonding company acceptable to the City Attorney. 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 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.

11. **BONDS:**

Contractor shall furnish the following bonds from a bonding company acceptable to the City Attorney:

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.

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 City. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Contractor from 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 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 corporation.

13. **SUBCONTRACTOR APPROVAL:**

Unless prior written consent from 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 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 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 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 City.

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

16. **RECORDS:**

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

Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. 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 City or its designees at all proper times, and gives 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 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 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 City shall be addressed to City at:

City of Alameda  
Public Works Department  
950 West Mall Square, Room 110  
Alameda, CA 94501  
Attention: Philip Lee, Assistant Engineer  
Ph: (510) 747-7900 / Fax: (510) 769-6030

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Ph: ( ) / Fax: ( )  
Email:

18. **LAWS TO BE OBSERVED.**

The Contractor shall keep himself fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

19. **PREVAILING WAGES:**

a. The Contractor is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" projects. Since this Project involves a "public work" project, as defined by the Prevailing Wage Laws, Contractor shall fully comply with such Prevailing Wage Laws. Contractor's failure to comply with the Prevailing Wage Law may constitute a default under the contract for performance of the Work which would entitle the City to rescind the contract or exercise other remedies as provided by law or the contract.

b. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). In the alternative, the Contractor may view a copy of the prevailing rates of per diem wages at the City's Public Works Department, Building 1, 950 W. Mall Square, Room 110, Alameda. The Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. The Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws and/or the City's Labor Compliance Program (hereinafter referred to as "LCP"), if any.

c. If this project is funded in whole or in part with Federal monies and subject to the provisions of the Davis-Bacon Act, the successful bidder shall pay not less than the wage rates determined by the Secretary of Labor. The Federal wage rates shall apply unless the State wage rates are higher. The Federal Wage Rates applicable to the contract are those current within ten (10) days of the bid due date.

d. The Contractor and all subcontractors shall pay and shall cause to be paid each worker engaged in work on the Project not less than the general prevailing rate of *per diem* wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such workers.

e. The Contractor and all subcontractors shall pay and shall cause to be paid to each worker needed to execute the work on the Project travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining Contracts filed with the Department of Industrial Relations in accordance with Labor Code § 1773.8.

f. If during the period any bid for work on this Project remains open, the Director of Industrial Relations determines that there has been a change in any prevailing rate of *per diem*

wages in the locality in which this public work is to be performed, such change shall not alter the wage rates in the Notice calling for Bids or the contract subsequently awarded.

g. Pursuant to Labor Code § 1775, the Contractor shall as a penalty to the City, forfeit Fifty Dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of *per diem* wages, determined by the Director, for such craft or classification in which such worker is employed for any public work done under the Contract by the Contractor or by any Subcontractor under it. The amount of the penalty shall be determined by the Labor Commission. In addition, the difference between such prevailing rate of *per diem* wage and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing rate of *per diem* wage shall be paid to each work by the Contractor.

h. Any worker employed to perform work on the Project, which work is not covered by any craft or classification listed in the general prevailing rate of *per diem* wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the craft or classification which most nearly corresponds to the work on the Project to be performed by them, and such minimum wage rate shall be retroactive to time of initial employment of such person in such craft or classification.

i. For those crafts or job classifications requiring special prevailing wage determinations, please contact the Division of Labor Statistics and Research, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142-0603, (415) 703-4774 or check out the web site at [www.dir.ca.gov](http://www.dir.ca.gov).

## 20. HOURS OF LABOR.

a. As provided in Article 3 (commencing at § 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 the Contractor or by any Subcontractor on any subcontract under this Contract, upon the work or upon any part of the work contemplated by this Contract, 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.

b. The Contractor shall pay to the City a penalty of Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by the 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 § 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.

c. 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.

21. **CERTIFIED PAYROLL.**

a. Contractor's attention is directed to California Labor Code Section 1776, which requires Contractor and any subcontractors to keep an accurate payroll record and which imposes inspection requirements and penalties for non-compliance. Certified payrolls shall be prepared and submitted weekly to the Labor Compliance Officer, Gail Carlson, Public Works Department, 950 W. Mall Square, Room 110, Alameda, CA 94501 by the Contractor and each subcontractor. Contractor is responsible for the submission of copies of payrolls by all subcontractors. Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract, and shall certify the following:

b. That the payroll for each payroll period contains the name, social security number, and address of each employee, his or her correct classification, including applicable area and group code, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid, and that such information is correct and complete;

c. That such laborer or mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions; and

d. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. If the Contractor or a subcontractor does not work during the payroll period, a Statement of Non-Working Days must be submitted for each day not worked.

f. In the event of noncompliance with the requirements of such section after 10 Days written notice specifying in what respects compliance is required, the CONTRACTOR shall forfeit as a penalty to the CITY, \$25.00 for each calendar Day, or portion thereof, for each worker, until strict compliance is effectuated. 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.

22. **APPRENTICES.**

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

b. Section 1777.5 requires the 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.

c. The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if: (1) the 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 the Contractor is not a signatory to an apprenticeship fund and if the funds administrator is unable to accept Contractor' required contribution. The Contractor or subcontractor shall pay a like amount to the California Apprenticeship Council.

d. 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.

23. **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.

24. **REGISTRATION OF CONTRACTORS.**

Before submitting bids, contractors shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professional Code of the State of California.

25. **URBAN RUNOFF MANAGEMENT:**

The 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.

The 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), in 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 §13385.

26. **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.

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

The 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 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. A copy of the City's IPM Policy may be obtained from the Department of Public Works and is also on file with the City Clerk. Contractor shall provide a copy of any current IPM certifications(s) to the City's project manager prior to initiation of the service work.

28. **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 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](http://www.conservation.ca.gov/OMR/ab_3098_list/index.htm). Note that the list changes periodically and should be reviewed accordingly.

29. **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) days after receipt by Contractor from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, City may terminate the Agreement forthwith by giving to the Contractor written notice thereof.

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.

30. **COMPLIANCES:**

Contractor shall comply with all laws, state or federal and all ordinances, rules and regulations enacted or issued by City.

31. **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.

32. **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 City to do otherwise.

33. **WAIVER:**

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

34. **INTEGRATED CONTRACT:**

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

35. **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.

36. **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.

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

CONTRACTOR  
(Corporation)

CITY OF ALAMEDA  
A Municipal Corporation

\_\_\_\_\_  
Name  
Title (President/Vice President)

\_\_\_\_\_  
John A. Russo  
City Manager

\_\_\_\_\_  
Name  
Title (Treasurer/Secretary)

RECOMMENDED FOR APPROVAL

\_\_\_\_\_  
Robert G. Haun  
Public Works Director

APPROVED AS TO FORM:  
City Attorney

\_\_\_\_\_  
Michael Roush  
Assistant City Attorney

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES or CONTRACTORS FORM B

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Alameda  
Public Works Department  
Alameda Point, Building 1  
950 West Mall Square, Room 110  
Alameda, CA 94501-7558

(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:  (Authorized Representative)
Named Insured:	

SCHEDULE

Name of Person or Organization:

City of Alameda  
 Public Works Department  
 950 West Mall Square, Room 110  
 Alameda, CA 94501-7558

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.**

**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

**Exhibit 'E'**

**EMERGENCY FORM**

Emergency Form

During the course of the work and/or while the contractor has responsibility for the project, emergencies may arise where it is necessary to repair or replace safety devices, or install additional safety devices, or take preventative measures necessary for public safety. Such corrections as may be necessary are the contractor's responsibility and he, or his representative, will be called upon in such emergencies.

Please fill in the following information and submit it to the Deputy Public Works Director/City Engineer.

CONTRACTOR'S NAME

CONTRACTOR'S PHONE NUMBER

PROJECT SUPERINTENDENT

CONTACT IN THE EVENT OF EMERGENCY:

Name:

Phone Number:

In cases where the contractor, or his representative, cannot be contacted or will not take the necessary actions, the City Public Works Department will be notified and the necessary repairs, corrections, or changes will be made. The contractor will be billed for such remedial action. Charges will include the cost of labor at applicable rates, the City's normal overhead factor, the rental of any equipment or safety devices placed during the emergency that are damaged or stolen, or otherwise not returned to the City, will be billed to the contractor.

Scheduled starting date

Scheduled completion date

Job Name

**EXHIBIT "F"**

**PERFORMANCE BOND FORM**

Performance Bond Form

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal, and  
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars. (\$ \_\_\_\_\_)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2014, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

**PERFORMANCE BOND FORM**

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed on \_\_\_\_\_ counterparts, each  
(Number)  
one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

ATTEST:

_____	By:	_____	Principal
Principal Secretary			
(SEAL)			
_____		_____	(Address)
(Witness as to Principal)			
_____		_____	(Surety)
(Address)			

ATTEST:

_____	By:	_____	Attorney-in-fact
Surety Secretary			
(SEAL)			
_____		_____	(Address)
(Witness as to Surety)			
_____		_____	(Address)
(Address)			

NOTE: Date of BOND must not be prior to date of Contract.  
If the CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

**Exhibit 'G'**

**PAYMENT BOND FORM**

PAYMENT BOND FORM

KNOW ALL MEN BY THESE PRESENTS: that

a \_\_\_\_\_, hereinafter called Principal, and

hereinafter called Surety, are held and firmly bound unto

hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars. (\$ \_\_\_\_\_)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2014, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PAYMENT BOND FORM

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed on \_\_\_\_\_ counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

ATTEST:

Principal

By:

Principal Secretary  
(SEAL)

(Witness as to Principal)

(Address)

(Address)

(Surety)

ATTEST:

Surety Secretary

(SEAL)

By:

(Witness as to Surety)

Attorney-in-fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.

If the CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

**Exhibit 'H'**

**BIDDER'S BOND FORM**

Bidder's Proposal Form

Contractor Name:

BIDDER'S BOND

We, as Principal, and as Surety are bound unto the \_\_\_\_\_, hereafter referred to as "obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly, and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT: WHEREAS, the Principal is submitted to the Obligee, for

(Copy here the exact description of work, including locations as it appears on the proposal)

for which bids are to be opened per Section 1 Proposal and Contract Requirements, Paragraph E, Presenting and Marking of Bid.

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to Contractor for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all cost incurred by the Obligee in such suite, including a reasonable attorney's fee to be fixed by the court.

The surety; for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

Dated: \_\_\_\_\_, 2014.

\_\_\_\_\_

Principal

\_\_\_\_\_

Surety

By:

**EXHIBIT "H"**

**CERTIFICATE OF ACKNOWLEDGMENT**

State of California  
County of Alameda

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2014 before me  
\_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_  
Attorney-in-fact

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)  
Notary Public

# **EXHIBIT "I"**

## **LIST OF SUBMITTALS**

**List of Submittals**

**CYCLIC SEWER REPLACEMENT PROJEC, PHASE 11:  
No. P.W. 06-13-16**

Shall include but not limited to the following:

Item	Section Reference	Due Date/Frequency
1. Contract Bonds	Section I, Paragraph N	Within 5 days of award
2. Certified Payroll	Section II, Paragraph D	Submitted weekly
3. Emergency Form	Exhibit E	Preconstruction meeting
4. Insurance	Contract, Exhibit D	Within 5 days of award
5. Licenses/Permits	Section II, Paragraph H	Preconstruction meeting
6. Traffic Control Plan	Section VI, Paragraph A	Preconstruction meeting
7. Technical Submittals	Relevant Technical Specifications	Preconstruction meeting and updated at weekly meetings
8. Stormwater PPP	Section II, Paragraph T	Preconstruction meeting
9. Work Schedule	Section VI, Paragraph A	Preconstruction meeting and updated at weekly meetings

The above list is not exhaustive and the Contractor shall follow the requirements in the documents for submittals.

## **EXHIBIT “J”**

### **LOBBYING: RESTRICTIONS DISCLOSURE**

Contract Clause - New Restrictions on Lobbying

Certification Regarding Lobbying

Disclosure of Lobbying Activities

Disclosure of Lobbying Activities - Continuation Sheet

CONTRACT CLAUSE  
NEW RESTRICTIONS ON LOBBYING

**Exhibit "J"**

This contract, subcontract, or subgrant is subject to section 319 of Public Law 101-121, which added section 1352, regarding lobbying restrictions, to chapter 13 of title 31 of the United States Code. The new section is explained in the common rule, 15 CFR, Part 28 (55 FR 6736-6748, 2/25/90). Each bidder/applicant/recipient of this contract, subcontract, or subgrant and subrecipients are generally prohibited from using Federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with this Award.

Contract Clause Threshold

This Contract Clause regarding lobbying must be included in each application for a subgrant and in each bid for a subgrant and in each bid for a contract or subcontract exceeding \$100,000 of Federal funds at any tier under the Federal Award.

Certification and Disclosure

Each applicant/recipient of a subgrant and each bidder/applicant/recipient of a contract or subcontract exceeding \$100,000 of Federal funds at any tier under the Federal Award must file a "Certification Regarding Lobbying" and, if applicable, Standard Form - LL, "Disclosure of Lobbying Activities," regarding the use of any nonfederal funds for lobbying. Certifications shall be retained by the next higher tier. All disclosure forms, however, shall be forwarded from tier to tier until received by the Recipient of the Federal Award (grant), who shall forward all disclosure forms to the Federal agency.

Continuing Disclosure Requirement

Each subgrantee, contractor, or subcontractor that is subject to the Certification and Disclosure provision of this Contract Clause is required to file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person. Disclosure forms shall be forwarded from tier to tier until received by the Recipient of the Federal Award (grant), who shall forward all disclosure forms to the Federal Agency.

Indian Tribes, Tribal Organizations, or Other Indian Organizations

Indian tribes, tribal organizations, or any other Indian organizations, including Alaskan Native organizations, are excluded from the above lobbying restrictions and reporting requirements, but only with respect to expenditures that are by such tribes or organizations for lobbying activities permitted by other Federal law. An Indian tribe or organization that is seeking an exclusion from Certification and Disclosure requirements must provide (preferably in an attorney's opinion) EDA with the citation of the provision or provisions of Federal law upon which it relies to conduct lobbying activities that would otherwise be subject to the prohibitions in and to the Certification and Disclosure requirements of section 319 of Public Law No. 101-121. Note, also, that a non-Indian subgrantee, contractor, or subcontractor under an award (grant) to an Indian tribe, for example, is subject to the restrictions and reporting requirements.

CERTIFICATION REGARDING LOBBING  
(This Certification is required pursuant to 31 U.S.C.1352)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
ORGANIZATION NAME

\_\_\_\_\_  
AWARD NUMBER

\_\_\_\_\_  
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

# EXHIBIT "K"

## RECYCLED CONTENT STANDARDS

**EXHIBIT "K"**

**RECYCLED CONTENT STANDARDS**

ITEM	MINIMUM % OF RECOVERED MATERIAL	MINIMUM % OF POSTCONSUMER MATERIAL
<b>BINDERS</b>		
Press board cover	up to 100%	20%
Paperboard in plastic covering	up to 100%	75%
Solid plastic cover	up to 100%	25%
Plastic covering	25%	not set
<b>COPIER PAPER</b>	up to 100%	20%
<b>FIBERGLASS INSULATION</b>	30% cullet	not set
<b>FILE STORAGE BOXES</b>	up to 100%	50%
<b>FLEXIBLE DELINEATOR POSTS</b>	up to 100%	25%
<b>INTEROFFICE ENVELOPES</b>	up to 100%	20%
<b>PAPER TOWELS</b>	up to 100%	40%
<b>PLAYGROUND SURFACES</b>	90%	90%
<b>PLASTIC FOOD SERVICE TRAYS</b>		
Durable plastic	up to 100%	25%
Disposable polystyrene	up to 100%	25%
Disposal paper	80%	not set
<b>PLASTIC LUMBER BENCHES</b>	up to 100%	50%
<b>RE-FINED MOTOR OIL</b>	up to 100%	70%
<b>SOIL AMENDMENT - COMPOST</b>	80%	not set
<b>TRASH CANS/ROLLING CARTS</b>		
Plastic	up to 100%	20%
Paper	up to 100%	50%
Plastic rolling cart	up to 100%	10% body, 50% lid
<b>TRASH CANS LINERS</b>	up to 100%	30%
<b>UNBOUND AGGREGATES</b>	up to 100%	not set

# EXHIBIT "L"

## WASTE REDUCTION & RECYCLING PLAN (Form)

# CITY OF ALAMEDA

## Waste Reduction & Recycling Plan (Form)

Submit to: City of Alameda  
Public Works Department  
Environmental Services Division  
950 West Mall Square, #110  
Alameda, CA 94501-7752

Permit No. \_\_\_\_\_  
Project Name \_\_\_\_\_  
Approved \_\_\_\_\_  
Not Approved \_\_\_\_\_  
Staff Initials \_\_\_\_\_  
Staff Phone # \_\_\_\_\_  
*for City's use only*

Project Address: \_\_\_\_\_  
Name of Project Manager: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Cellular Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_

Please provide the following information:

(a) What type is this project? Please check all that apply.

- |                     |               |               |
|---------------------|---------------|---------------|
| 1. New Construction | 2. Repair     | 3. Addition   |
| 4. Move             | 5. Alteration | 6. Demolition |

(b) What is the size of this project? \_\_\_\_\_ sq. ft.

(c) What is the permit valuation of this project? \$ \_\_\_\_\_

2. Briefly state how materials will be sorted for recycling, reuse or salvage on the job site.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Briefly state how you plan to inform and ensure participation by your workers and any sub-contractors of your Waste Reduction and recycling Plan.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Complete page 2 of this Form.

## WASTE REDUCTION AND RECYCLING PLAN

For this project identify the materials and quantities that you estimate can be recycled, reused or salvaged. Estimate the amount of solid waste that will be generated and disposed in landfills.

**Goal: Reduce materials going to the landfills by 50%**

Material Type	Est. Amount (tons/yards)	Proposed Processing Methods (Check all that apply)			
		B Recycle	C Reuse	D Salvage	Landfill
	A				
Asphalt & Concrete					
Brick/Tile					
Building Fixtures (Doors, Windows, Fixtures, etc.)					
Corrugated Cardboard					
Dirt/Clean Fill					
Drywall					
Padding- Carpet/Foam					
Scrap Metal					
Unpainted Wood & Pallets					
Yard Trimmings (Brush, Trees,					
Other (list)					
Garbage-Solid Waste Trash, and Rubbish					
<b>Total</b>					

Do columns (B+C+D) = 50% of column A?  
 YES      NO      If NO, please explain why.

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\_\_\_\_\_  
 General Contractor's Signature

\_\_\_\_\_  
 Date

**EXHIBIT "M"**

**WASTE REDUCTION & RECYCLING PLAN  
FINAL SUMMARY REPORT (Form)**

# CITY OF ALAMEDA

## Waste Reduction & Recycling Plan FINAL SUMMARY REPORT (Form)

At project completion submit to:

City of Alameda  
Public Works Department  
Environmental Services Division  
950 West Mall Square, Room #110  
Alameda, CA 94501-7552

Permit No. _____
Project Name: _____
Address: _____
Review results: 50% diversion attained Good faith effort Non-attained
Staff Initials: _____
Staff Phone # _____

- (1) List the estimated amounts from your WRRP form for this project.
- (2) Indicate actual quantities of materials that were recycled, reused or salvaged from this project.
- (3) Describe the handling procedure and destination of each material.
- (4) Indicate the **actual** amount of solid waste produced and disposed in a landfill.

**Goal: Materials going to the landfills are reduced by 50%**

Material Type	Est. Amount From WRRP (tons/yards)	Actual Quantities				Handling Procedure/Destination
		A	B Recycled	C Reused	D Salvaged	
Asphalt & Concrete (Example)	70 tons			65 tons	5 tons	ground on-site and resized as fill
Brick/Tile						
Building Fixtures (Doors, Windows, Fixtures, etc.)						
Corrugated Cardboard						
Dir/Clean Fill						
Drywall						
Padding-Carpet Foam						

Material Type	Est. Amount From WRRP (tons/yards)	Actual Quantities				Handling Procedure/Destination
		B Recycled	C Reused	D Salvaged	Landfilled	
Scrap Metal	A					
Unpainted Wood & Pallets						
Yard Trimmings (Brush, trees, stumps, etc.)						
Other (list)						
Garbage, Solid Waste						
Trash, Rubbish, Discarded						
<b>Total</b>						

- (1) Do Columns (B+C+D) = 50% of column A?      YES      NO
- (2) If estimated amounts from the WRRP were not recycled, reused, or salvaged, please provide a justification.

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- (3) Please list any recommendation that would help further construction and demolition recycling in Alameda.

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Contractor Signature \_\_\_\_\_ Date \_\_\_\_\_

# EXHIBIT "N"

## WASTE MANAGEMENT REPORT FOR CONTRACTORS

WASTE MANAGEMENT REPORT  
FOR CONTRACTORS

The City of Alameda is requesting that all contractors document materials generated (reused, recycled or landfilled).

Please complete this form each time materials are removed from the site or reused on-site.

\_\_\_\_\_

JOB SITE LOCATION: \_\_\_\_\_ DATE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

MATERIAL: \_\_\_\_\_

\_\_\_\_\_

WAS THE MATERIAL RECYCLED?    YES            NO

VOLUME/WEIGHT: \_\_\_\_\_ HAULER: \_\_\_\_\_

RECYCLING COMPANY OR DISPOSAL SITE: \_\_\_\_\_

\_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_

\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

# EXHIBIT "O"

## City of Alameda Collection & Hauling of Recyclable Materials

Acknowledgement of Receipt of the City of Alameda Construction & Demolition Debris  
Information Packet

Construction and Demolition Debris Waste Management Plan (WMP)

Materials Conversion Sheet (Information Only)

Instruction and Worksheet for Mixed Debris Recycling

Construction & Demolition Debris Recycling Summary Report

**ACKNOWLEDGMENT OF RECEIPT OF THE CITY OF ALAMEDA  
CONSTRUCTION AND DEMOLITION DEBRIS INFORMATION PACKET  
FOR PROJECTS VALUED AT \$100,000 OR MORE**

I do hereby acknowledge that I understand the following:

1. I must use the City's franchised waste hauler, Alameda County Industries (ACI) or another permitted hauler (permitted specifically by the City of Alameda).
2. If I choose to haul my own Construction and Demolition (C&D) debris, I must request to become a permitted hauler and apply for and receive a separate hauling permit.

Should I decide to use a permitted hauler, other than ACI, I must provide completed copies of the following forms:

1. C&D Debris Waste Management Plan (WMP) Form  
Due with my Building Permit Application
2. C&D Debris Recycling Summary Report Form  
Due within thirty (30) days of completion of the project.  
No Final Inspection can be scheduled until reports are received and outstanding fees paid.

**I, the applicant, understand that failure to observe these guidelines may delay final inspection and issuance of an occupancy permit.**

Project Address: \_\_\_\_\_ Application/Permit #: \_\_\_\_\_

Applicant Name (print): \_\_\_\_\_ Title: \_\_\_\_\_

Company: \_\_\_\_\_ Project Name: \_\_\_\_\_

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

City Staff Name (print): \_\_\_\_\_ Date: \_\_\_\_\_

**Kerry Parker, Program Specialist**  
City of Alameda California  
Public Works Department  
950 W. Mall Square, Room 110  
Alameda, California 94501-7575  
Phone: 510-747-7930  
Fax: 510-769-6030 / TDD 510-522-7538  
[kparker@ci.alameda.ca.us](mailto:kparker@ci.alameda.ca.us)

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Send completed form to Public Works Department, Environmental Services

**Construction and Demolition Debris  
Waste Management Plan (WMP)**

Alameda Municipal Code, Chapter XXI, Article VI

This C&D Debris Waste Management Plan must be completed for all construction and demolition projects reasonably valued by the City of Alameda to cost \$100,000 or more. Building or demolition permits will not be issued without an approved C&D Debris WMP unless the permit applicant has certified the use of the services of the City's franchise hauler, Alameda County Industries (ACI), as the sole C&D debris hauler for the project.

Please submit the following information to: City of Alameda, Public Works Department, Environmental Services, 950 W. Mall Square, Room 110, Alameda, CA 94501, fax (510) 769-6030. If you have questions, please call (510) 747-7930.

**Alameda County Industries (ACI), will be used**

Complete and sign the following statement if the City of Alameda's franchised hauler, Alameda County Industries (ACI), will be used as the sole C&D debris hauler for the project.

I (name of person submitting this form) \_\_\_\_\_ hereby certify under the penalty of perjury, per the laws of the State of California, that Alameda County Industries (ACI) will be contracted as the sole service provider to collect and haul the construction and demolition debris related to this project.

Project Application/Permit #: \_\_\_\_\_ Project Address: \_\_\_\_\_

\_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Company and Title (if applicable)

**Alameda County Industries (ACI), will not be used**

Complete the remaining portions of the form only if the City of Alameda's franchise hauler, Alameda County Industries (ACI), will not be used as the sole C&D debris hauler for the project. Note: only ACI and City of Alameda permitted haulers can collect and haul C&D debris in Alameda.

Name of Permitted Hauler that will be used: \_\_\_\_\_

Project Application/Permit #: \_\_\_\_\_ Project Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Type of Project:       New Construction       Addition/Alteration       Demolition

Type of Building:       Commercial       Single-Family Residence

Public Building       Multi-Family Residence

Tenant Improvement:     Yes       No

Size of Project \_\_\_\_\_ sq. ft.      Construction Valuation \$ \_\_\_\_\_

Estimated Start Date \_\_\_\_/\_\_\_\_/\_\_\_\_      Estimated Completion Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Briefly state how solid waste materials will be handled at this project site to ensure salvage/reuse or recycling. Also explain how you will inform the workers/sub-contractors of your Waste Management Plan requirements and ensure their participation (attach additional sheets if necessary).

**Requirement: reduce the quantity of materials disposed at landfills by 50% or more  
(determined by weight)**

**Column A** – List estimated quantity of waste for each material type (in tons). To convert other units (e.g. cubic yards) to tons, use the attached Materials Conversion Worksheet. *This includes demolition debris and discarded materials/scrap generated during construction.*

**Columns B, C** – List estimated quantities to be reused, recycled or disposed.

**Column D** – State the name of all vendors or facility you plan to reuse, recycle or dispose of material listed. See example below for cases where more than one facility was used for a particular material type.

**Column Totals** – Add up all quantities listed in Columns A, B and C.

**Recycled Mixed Debris** – This category is only for mixed debris loads that will be taken to a recognized facility (please refer to list of Mixed Debris Recycling Facilities). Use the Materials Conversion Sheet to calculate the quantity of mixed materials that can be credited towards recycling. Receipts must be provided with your Summary Report (due at project completion) to receive recycling credit.

Application/Permit # \_\_\_\_\_ Project Address: \_\_\_\_\_

**Proposed Material Handling Methods – Indicate quantities (in tons only) for each material listed.**

<b>Material Type</b>	<b>A Total Quantity Discarded</b>	<b>B Reuse/Recycling</b>	<b>C Disposal</b>	<b>D Proposed Destination(s)</b>
<b>Example: Cardboard</b>	2 tons	1.5 tons	0.5 tons	(Recycle) Davis St. Recycling Center (Disposal) Davis St. Transfer Station
Asphalt				
Concrete				
Brick/Masonry/Tile				
Cabinets, doors, fixtures, windows (circle all that apply)				
Carpet				
Carpet padding/Foam				
Ceiling tile (acoustic)				
Drywall (used)				
Drywall (new, unpainted sheets or scrap)				
Landscape debris (brush, trees, stumps, etc.)				
Scrap metal				
Unpainted wood and pallets				
Garbage/Trash				
Other (do not include dirt) Material:				
Recycled mixed debris (see instructions above)				
<b>Column Totals</b>	A	B	C	D

- Fill in the blanks below to determine if your plan meets the City's requirement of reducing project waste disposal by 50% or more.
- Column Totals B \_\_\_\_\_ ÷ A = \_\_\_\_\_ x 100 = \_\_\_\_\_ %
- Is the percentage calculated greater than or equal to 50%?  YES  NO. If no, explain why:

\_\_\_\_\_  
 Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Send completed form to Public Works Department, Environmental Services

## INFORMATION ONLY

### Materials Conversion Sheet

The following table lists materials typically generated from a construction or demolition project and provides assistance in converting common units (i.e. cubic yards (cy), square feet (sq ft) and board feet (bd ft)) to tons. Use these conversion factors and receipts from previous projects to help you estimate the amount of materials and waste.

Material	Unit	Tons/unit
Asphalt	By cubic yard	0.7 tons/cy
Brick	Broken – By cubic yard	0.7 tons/cy
	Whole, palletized – By cubic yard	1.512 tons/cy
Building Materials (doors, windows, cabinets, etc.)	By cubic yard	0.15 tons/cy
Cardboard	By cubic yard	0.05 tons/cy
Carpet	By square foot	0.0005 tons/sq ft
	By cubic yard	0.3 tons/cy
Carpet Padding/Foam	By square foot	0.000125 tons/sq ft
Ceiling Tiles	Whole (palletized) – By square foot	0.0003 tons/sq ft
	Loose – By cubic yard	0.0875 tons/cy
Concrete	Broken – By cubic yard	0.9 tons/cy
	Solid slab - By cubic yard	1.3 tons/cy
Drywall (new or used)	1/2" (by square foot)	0.0008 tons/sq ft
	5/8" (by square foot)	0.00105 tons/sq ft
	Demo/used (by cubic yard)	0.25 tons/cy
Landscape Debris (brush, trees, etc.)	By cubic yard	0.15 tons/cy
Masonry block (broken)	By cubic yard	0.6 tons/cy
Scrap Metal	By cubic yard	0.453 tons/cy
Tile	By square foot	0.00175 tons/sq ft
Unpainted Wood & Pallets	By board foot	0.001375 tons/bd ft
	By cubic yard	0.15 tons/cy
Wood (chipped)	300 - 650 lbs/cy	0.15 – 0.3 tons/cy
Garbage/Trash	By cubic yard	0.175 tons/cy

**Examples:** 1,000 square feet carpet (old, removed) x 0.0005 tons/square feet = 0.5 tons carpet  
 5 cubic yards of broken concrete x 0.9 tons/cubic yard = 4.5 tons broken concrete

### Instructions and Worksheet for Mixed Debris Recycling

There are several options for recycling Mixed Construction and Demolition Debris in the San Francisco Bay Area. However, the types and percentage of materials recovered from mixed loads (and the quantity your project will be credited for recycling) differs with each facility. See “% Recycled” column in table below.

Alameda County Facilities*	Address	% Recycled
Davis Street Transfer Station** (Self Haul Only)	2615 Davis St., San Leandro (510) 638-2303	60%
Out of County Facilities*	Address	% Recycled
Guadalupe Landfill	15999 Guadalupe Mines Road, San Jose (408) 268-1670	60%
Marin Resource Recovery Center	565 Jacoby Street, San Rafael (415) 485-5647	60%
Newby Island Landfill	1601 Dixon Landing Road, San Jose (408) 262-1401	60%
Sanitary Fill Company	501 Tunnel Ave., San Francisco (415) 330-1400	60%
Zanker Material Processing Facility	705 Los Esteros Road, San Jose (408) 263-2384	70%

\* Listing in this directory is not a recommendation or endorsement by the City of Alameda. Please call the facilities first to determine prices as well as types and quantities of materials accepted.

\*\* For recycling you must request (a) that materials be sorted for recycling, and (b) a receipt documenting recycling.

To calculate the quantity of materials you can count towards meeting the City’s waste reduction and recycling requirements, use the worksheet below. Use estimated quantities for your C&D Debris WMP. For your C&D Debris Recycling Summary Report, you are required to provide actual quantities based on weight tags or other verifiable documents.

1. Enter estimated quantity of Recycled Mixed Debris for the facility. If your estimate is based on tons, enter the quantity directly in Column III. If your estimate is based on cubic yards (cy), follow the steps below:
  - i. Enter the quantity in Column I.
  - ii. Multiply by tons/unit (Column II).
  - iii. Enter the result in Column III.
2. Multiply total from Column II by Mixed Debris recycling credit (Column IV).
3. Enter total tons of mixed debris generated from Column III into Column A of Recycled Mixed Debris category in your C&D Debris WMP or Recycling Summary Report.
4. Enter total Column V in Column B of C&D Debris WMP or Recycling Summary Report.

<b>Recycled Mixed Debris Worksheet</b>									
Facility	Column I Total Cubic Yards		Column II tons/cy		Column III Total tons (To Column A)		Column IV Recycling Credit		Column V Total Recycled (To Column B)
Davis Street	_____	cy x	0.175	=	_____	x	0.60	=	_____
Guadalupe Lndfl.	_____	cy x	0.175	=	_____	x	0.60	=	_____
Marin Res. Rec.	_____	cy x	0.175	=	_____	x	0.60	=	_____
Newby Is. Lndfl.	_____	cy x	0.175	=	_____	x	0.60	=	_____
Sanitary Fill Co.	_____	cy x	0.175	=	_____	x	0.60	=	_____
Zanker MPF	_____	cy x	0.175	=	_____	x	0.70	=	_____

## Construction and Demolition Debris Recycling Summary Report

This C&D Debris Recycling Summary Report must be completed for all construction and demolition projects reasonably valued by the City of Alameda to cost \$100,000 or more. Completed Summary Reports must be submitted to the City of Alameda prior to: Final Inspection, issuance of Certificate of Occupancy or Temporary Certificate of Occupancy. A separate Summary Report is required for each permit issued.

Please submit the completed C&D Debris Recycling Summary Report within thirty (30) days after the completion of the project to: City of Alameda, Public Works Department, Environmental Services, 950 W. Mall Square, Room 110, Alameda, CA 94501, fax (510) 769-6030. If you have questions, please call (510) 747-7930.

**Complete and sign the following statement only if the City of Alameda's franchise hauler, Alameda County Industries (ACI), was used as the sole C&D hauler for the project. You might be asked to submit documents to prove that only ACI provided C&D hauling services related to this project.**

I (name of person submitting this form) \_\_\_\_\_ hereby certify under the penalty of perjury, per the laws of the State of California, that Alameda County Industries (ACI) was contracted as the sole service provider to collect and haul the construction and demolition debris related to this project.

**Project Application/Permit #:** \_\_\_\_\_ **Project Address:** \_\_\_\_\_

**Signature and Date**

**Company and Title (if applicable)**

**Complete all the remaining portions of this Summary Report only if the City of Alameda's franchise hauler, Alameda County Industries (ACI), was not used as the sole C&D debris hauler for the project. Please provide proof that only City of Alameda permitted haulers were used for the project.**

**Project Application/Permit #:** \_\_\_\_\_ **Project Address:** \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**Type of Project:**       New Construction       Addition/Alteration       Demolition

**Type of Building:**       Commercial       Single-Family Residence

Public Building       Multi-Family Residence

**Tenant Improvement:**       Yes       No

Size of Project \_\_\_\_\_ sq. ft. Construction Valuation \$ \_\_\_\_\_ Completion Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Name of hauler company(ies) used for the project: \_\_\_\_\_

**For City Use Only.**

Documentation Requested

Documentation Provided

Permit No. \_\_\_\_\_ Submitted \_\_\_\_/\_\_\_\_/\_\_\_\_

Project Name \_\_\_\_\_ Inspector's Name \_\_\_\_\_

ESD Staff Initials \_\_\_\_\_ Received \_\_\_\_/\_\_\_\_/\_\_\_\_ Type of Assistance \_\_\_\_\_

Applicant Contacted \_\_\_\_/\_\_\_\_/\_\_\_\_ Time Spent \_\_\_\_\_

50% Diversion

Good Cause

Non-Attainment (Percent Diverted \_\_\_\_%)

Reason for non-attainment:

Requirement: reduce the quantity of materials disposed at landfills by 50% or more (determined by weight)

**Column A** – List actual quantity of waste for each material type (in tons). To convert other units (e.g. cubic yards) to tons, use the attached Materials Conversion Worksheet. *This includes demolition debris and discarded materials/scrap generated during construction.*

**Columns B, C** – List actual quantities reused, recycled or disposed.

**Column D** – State the name of all vendors or facilities you utilized for reuse, recycling or disposal of materials listed. See example below for cases where more than one facility was used for a particular material type.

**Column Totals** – Add up all quantities listed in Columns A, B and C.

**Recycled Mixed Debris** – This category is only for mixed debris loads that were taken to a recognized facility (please refer to list of Mixed Debris Recycling Facilities). Use the Materials Conversion Sheet to calculate the quantity of mixed materials that can be credited towards recycling. Receipts must be provided with your C&D Debris Recycling Summary Report (due at project completion) to receive recycling credit.

Application/Permit # \_\_\_\_\_ Project Address: \_\_\_\_\_

**Actual Material Handling Methods – Indicate quantities (in tons only) for each material listed.**

Material Type	A Total Quantity Discarded	B Reused/Recycled	C Disposed	D Actual Destination(s)
<b>Example:</b> Cardboard	2.4 tons	1.8 tons	0.6 tons	(Recycle) Davis St. Recycling Center (Disposal) Davis St. Transfer Station
Asphalt				
Concrete				
Brick/Masonry/Tile				
Cabinets, doors, fixtures, windows (circle all that apply)				
Carpet				
Carpet padding/Foam				
Ceiling tile (acoustic)				
Drywall (used)				
Drywall (new, unpainted sheets or scrap)				
Landscape debris (brush, trees, stumps, etc.)				
Scrap metal				
Unpainted wood and pallets				
Garbage/Trash				
Other (do not include dirt) Material: _____				
Recycled mixed debris (see instructions above)				
Column Totals	A	B	C	D

- Fill in the blanks below to determine if your plan meets the City's requirement of reducing project waste disposal by 50% or more.
- Column Totals B \_\_\_\_\_ ÷ A = \_\_\_\_\_ x 100 = \_\_\_\_\_ %
- Is the percentage calculated greater than or equal to 50%?  YES  NO. If no, explain why:

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Send completed form to Public Works Department, Environmental Services

## **EXHIBIT "P"**

### **City's Integrated Pest Management (IPM) Policy**

**CONTRACT SPECIFICATIONS  
FOR PESTICIDE APPLICATIONS ON MUNICIPALLY OWNED PROPERTIES**

**A. Compliance with the City's Integrated Pest Management (IPM) Policy**

The 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 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:

7. No controls (e.g., tolerating the pest infestation, use of resistant plant varieties or allowing normal life cycle of weeds)
8. Physical or mechanical controls (e.g., hand labor, mowing, exclusion)
9. Cultural controls (e.g., mulching, disking, alternative vegetation), good housekeeping (e.g. cleaning desk area)
10. Biological controls (e.g., natural enemies or predators)
11. Reduced-risk chemical controls (e.g., soaps or oils)
12. 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.

**B. 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:

7. Acute Toxicity Category I chemicals as identified by the Environmental Protection Agency (EPA),
8. Organophosphate pesticides (e.g., those containing Diazinon, chlorpyrifos or malathion)

9. Pyrethroids (bifenthrin, cyfluthrin, beta-cyfluthrin, cypermethrin, deltamethrin, esfenvalerate, lambda-cyhalothrin, permethrin, and tralomethrin),
10. Carbamates (e.g., carbaryl),
11. Fipronil,
12. 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.

### **C. General Pesticide Usage Practices**

Contractor shall ensure implementation of the following practices:

5. 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.
6. 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. Applicators will always avoid applications of pesticides that directly contact water, unless the pesticide is registered under Federal and California law for aquatic use.
8. 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).

### **D. Posting of Warning Notices Prior to Pesticide Application**

2. 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.

## **E. 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:

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

## **F. Best Management Practices (BMPs)**

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

18. 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.
19. 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).
20. 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.)
21. 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.
22. Apply pesticides only when wind speeds are low.
23. 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.
24. Do not mix or load pesticides in application equipment adjacent to a storm drain inlet, culvert, or watercourse.
25. Properly inspect applicator equipment to prevent accidental pesticide leaks, spills and hazards to applicators and the environment.
26. Meet local fire department and Alameda County Agricultural Commissioner storage requirements for pesticide products. Provide secondary containment for liquids if required.

27. Prepare spill kits, store the kits near pesticides, and train employees to use them.
28. Store pesticides and other chemicals indoors in a locked and posted storage unit, as per California Code of Regulations.
29. Store pesticides in labeled containers, as per California Code of Regulations.
30. Rinse empty pesticide/herbicide containers, and empty in the spray, as per California Code of Regulations.
31. Dispose of triple-rinsed empty pesticide containers according to recommendations of the Alameda County Agricultural Commissioner and the manufacturer.
32. 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.
33. If changing pesticides or cleaning spray tanks, use tank rinse water as the product, over a targeted area within the application site.
34. Irrigate slowly to prevent runoff, and do not over-water.

**City of Alameda Contractor Verification Form  
Implementation of City of Alameda Integrated Pest Management Policy**

The City of Alameda (City) is mandated to:

- (a) Minimize its reliance on pesticides that threaten water quality, and
- (b) Require the effective use of Integrated Pest Management (IPM) in all municipal operations and on all municipal property.

To ensure compliance with this mandate, all City operations need to verifiably implement the practices and policies described in the City's IPM Policy adopted June 15, 2010. A copy of this IPM Policy is included with this form. The implementation of the IPM Policy is applicable to all municipal contractors that provide landscaping, structural pest control, or other pest management services in support of City operations and/or on municipal property.

The undersigning parties acknowledge that all elements of the City's IPM Policy will be implemented throughout the period of contractual services provided to City operations and on municipal property. Specific actions to document this performance shall include:

- Pest Management Contractor shall provide to City project manager for pre-approval the Pest Management Considerations Checklist.
- Pest Management Contractor shall avoid the use of the following pesticides that threaten water quality, human health and the environment:
  - o Acute Toxicity Category I chemicals as identified by the Environmental Protection Agency (EPA)
  - o Organophosphate pesticides (e.g., those containing Diazinon, chlorpyrifos or malathion)
  - o Pyrethroids (bifenthrin, cyfluthrin, beta-cyfluthrin, cypermethrin, deltamethrin, esfenvalerate, lambda-cyhalothrin, permethrin, and tralomethrin), carbamates (e.g., carbaryl), and fipronil
  - o 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.
- Pest Management Contractor shall provide to the City's project manager an annual Report of all pesticide usage in support of City operations including product name and manufacturer, active ingredient(s), target pest(s), the total amounts used and reasons for any increase in use of any pesticide.
- If the Contractor's on-site personnel are currently IPM certified through either the EcoWise or GreenPro programs, or through another program, the contractor shall provide written evidence of any certifications to the City's project manager.

\_\_\_\_\_  
City Departmental Representative

\_\_\_\_\_  
Contractor Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Department

\_\_\_\_\_  
City Contractor

**City of Alameda Pest Management Contractor Checklist:  
Pest Management Options Considerations**

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. Please provide a written explanation in each section below of why the specific pest management option is not appropriate:

(1) No controls (e.g. tolerating the pest infestation, use of resistant plant varieties or allowing normal life cycle of weeds)

Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) Physical or mechanical controls (e.g. hand labor, mowing, exclusion)

Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(3) Cultural controls (e.g. mulching, disking, alternative vegetation), good housekeeping (e.g. cleaning desk area)

Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(4) Biological controls (e.g., natural enemies or predators)

Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(5) Reduced-risk chemical controls (e.g., soaps or oils)

Comment: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(6) Other chemical controls

Comment: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contractor Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Contractor

**EXHIBIT "Q"**

**City's Sample Change Order**

**CITY OF ALAMEDA  
CHANGE ORDER**

Project: _____	Change Order Number: _____
	Change Order Date: _____

Owner: **The City of Alameda**

To: [contractor]

**Contract dated:** \_\_\_\_\_

The Contract is changed as follows:

[describe change in scope]

In consideration of the change(s) described above, the Contract Price is adjusted as follows:

Add: \_\_\_\_\_

Deduct: \_\_\_\_\_

In consideration of the change(s) describe above, the Contract Time is adjusted as follows:

Add: \_\_\_\_\_

Deduct: \_\_\_\_\_

**Attachments:** [if any – such as revised plans or specifications, or itemized contractor proposal]

Contractor agrees to furnish all labor, materials, equipment and services to perform the work, modified as described above, in accordance with the Contract Documents, except as specified in this Change Order.

Project: \_\_\_\_\_  
 Change Order No. \_\_\_\_\_

---

**NOT VALID UNTIL SIGNED BY OWNER**

---

The original Contract Price was ..... \$ \_\_\_\_\_  
 Net change by previous authorized Change Orders ..... \$ \_\_\_\_\_  
 The Contract Price prior to this Change Order was ..... \$ \_\_\_\_\_  
 The Contract Price will be (increased) (decreased) by this Change Order in the amount  
 of..... \$ \_\_\_\_\_  
 The new Contract Price including this Change Order will be ..... \$ \_\_\_\_\_  
 The Contract Time will be (increased) (decreased) (unchanged) by ..... \_\_\_ days  
 The adjusted date of Substantial Completion for the Work as of the date of this Change  
 Order therefore is..... \_\_\_\_\_.

The adjustments to the Contract Price and Contract Time in this Change Order include all costs, including direct, indirect, consequential, and overhead (field and home office) costs, related to the Change described above. By signing this Change Order, Contractor agrees to accept the amount of the adjustment to the Contract Price, and the adjustment of the Contract Time, as payment in full for all costs, including direct, indirect, consequential, and overhead (field and home office) costs, related to the Change described above.

<b>Owner:</b>	<b>Contractor:</b>	<b>Architect/Engineer</b>
By:	By:	By:
Title:	Title:	Title: