

**CITY OF ALAMEDA**  
**NOTICE TO CONTRACTORS**  
**SPECIAL PROVISIONS**  
**PROPOSAL AND CONTRACT**  
**FOR**

**City of Alameda Shoreline Drive, Westline Drive Bikeway**  
**Improvements**

**No. P.W. P.W. 07-13-21**  
**Federal Aid Project No: HSIPL 5014(037)**

**IN**

**CITY OF ALAMEDA, COUNTY OF ALAMEDA**  
**STATE OF CALIFORNIA**

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For use in Connection with Standard Specifications, or latest edition, Standard Plans dated May 2010, or latest edition of the California Department of Transportation and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

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**MANDATORY PREBID MEETING:** April 1, 2014  
**TIME:** 2:00 p.m.  
**LOCATION:** Public Works Department  
950 West Mall Square, Room 156  
Alameda, CA 94501

**BID OPENING DATE:** May 1, 2014  
**TIME:** 2:01 p.m.  
**LOCATION:** Alameda City Hall West  
Public Works Department  
950 West Mall Square, Room 110  
Alameda, CA 94501

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Ed Sommerauer  
Acting City Engineer

# TABLE OF CONTENTS

<b>CITY OF ALAMEDA .....</b>	<b>1-1</b>
<b>NOTICE TO BIDDERS .....</b>	<b>1-7</b>
<b>COPY OF BID ITEM LIST.....</b>	<b>1-10</b>
<b>SPECIAL PROVISIONS .....</b>	<b>1-19</b>
<b>SECTION 1. SPECIFICATIONS AND PLANS, DESCRIPTION OF WORK.....</b>	<b>1-19</b>
1-1.01 GENERAL .....	1-19
1-1.02 STANDARD PLANS LIST .....	1-20
1-1.03 DESIGNATIONS AND TERMS.....	1-20
1-1.04 DESCRIPTION OF WORK.....	1-21
1-1.05 PLANS .....	1-21
<b>SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS.....</b>	<b>1-23</b>
2-1.01 GENERAL .....	1-23
2-1.02 DISADVANTAGED BUSINESS ENTERPRISE (DBE).....	1-24
2-1.03 PROPOSAL FORM .....	1-27
2-1.04 ADDENDA .....	1-27
2-1.05 BIDDER'S GUARANTY .....	1-27
2-1.06 RETURN OF BIDDER'S GUARANTIES .....	1-28
2-1.07 TAXES .....	1-28
2-1.08 SUBCONTRACTORS .....	1-28
2-1.09 REJECTION OR RETURN OF PROPOSALS.....	1-28
2-1.10 FEDERAL LOBBYING RESTRICTIONS .....	1-29
2-1.11 PUBLIC CONTRACT CODE 10162.....	1-29
2-1.12 NONCOLLUSION AFFIDAVIT.....	1-30
2-1.12C SUBCONTRACTOR LIST.....	1-31
<b>SECTION 3. AWARD AND EXECUTION OF CONTRACT .....</b>	<b>1-31</b>
3-1.01 GENERAL .....	1-31
3-1.02 INTENTIONALLY LEFT BLANK.....	1-31
3-1.03 AWARD OF CONTRACT .....	1-31
3-1.04 EXECUTION OF CONTRACT.....	1-31
3-1.05 CONTRACT BONDS .....	1-32
3-1.06 INSURANCE AND CLAUSES.....	1-33
3-1.07 DELIVERY ADDRESS FOR DOCUMENTS REQUIRED AFTER BID OPENING.....	1-33
<b>SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION AND</b>	
<b>LIQUIDATED DAMAGES .....</b>	<b>1-34</b>
4-1.01 PROGRESS OF THE WORK AND TIME FOR COMPLETION .....	1-34
4-1.02 SUBLETTING AND ASSIGNMENT .....	1-35
4-1.03 CHARACTER OF WORKERS .....	1-35
4-1.04 TEMPORARY SUSPENSION OF WORK .....	1-35
4-1.05 TIME OF COMPLETION AND LIQUIDATED DAMAGES .....	1-35
4-1.06 SUSPENSION OF CONTRACT .....	1-36
4-1.07 RIGHT-OF-WAY .....	1-37
4-1.08 PRE-CONSTRUCTION CONFERENCE/MEETINGS AND SCHEDULES.....	1-37
4-1.09 MANDATORY PRE-CONSTRUCTION MEETING SUBMITTALS .....	1-38
4-1.10 WATER AVAILABILITY AND CONSERVATION .....	1-38
<b>SECTION 5. GENERAL.....</b>	<b>1-39</b>
<b>SECTION 5-1. MISCELLANEOUS.....</b>	<b>1-39</b>
5-1.01 LABOR NONDISCRIMINATION.....	1-39
5-1.02 PREVAILING WAGE.....	1-39
5-1.03 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCE.....	1-40
5-1.04 INCREASES AND DECREASES IN QUANTITIES .....	1-40
5-1.05 EXTRA WORK .....	1-40
5-1.06 REMOVAL OF OBSTRUCTIONS .....	1-41

5-1.07 AUTHORITY OF THE ENGINEER .....	1-41
5-1.08 PLANS .....	1-41
5-1.09 CONFORMITY WITH PLANS AND ALLOWABLE .....	1-42
5-1.10 COORDINATION OF PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS .....	1-42
5-1.11 INTERPRETATION OF PLANS AND SPECIFICATIONS AND ADDENDA THERETO .....	1-42
5-1.12 SUPERINTENDENCE .....	1-42
5-1.13 CONSTRUCTION STAKING AND LAYOUT .....	1-42
5-1.14 INSPECTION.....	1-43
5-1.15 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK .....	1-44
5-1.16 FINAL INSPECTION.....	1-44
5-1.17 FINAL GUARANTEE.....	1-44
5-1.18 CONTROL OF MATERIAL .....	1-45
5-1.19 DEFECTIVE MATERIALS .....	1-45
5-1.20 MEASUREMENTS AND PAYMENT.....	1-45
5-1.21 EXTRA AND FORCE ACCOUNT.....	1-46
5-1.22 PROGRESS PAYMENTS .....	1-46
5-1.23 SUBSTITUTION OF SECURITIES FOR WITHHELD ACCOUNTS.....	1-47
5-1.24 NOTICE OF COMPLETION.....	1-47
5-1.25 FINAL PAYMENT.....	1-47
5-1.26 PAYROLL RECORDS.....	1-48
5-1.27 SCOPE OF PAYMENT .....	1-48
5-1.28 BUY AMERICA REQUIREMENTS .....	1-48
5-1.29 SUBCONTRACTORS .....	1-49
5-1.30 SUBCONTRACTING.....	1-49
5-1.31 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS .....	1-50
5-1.32 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS.....	1-50
5-1.33 SUBCONTRACTOR AND DBE RECORDS .....	1-51
5-1.34 DBE CERTIFICATION STATUS.....	1-51
5-1.35 PERFORMANCE OF SUBCONTRACTORS.....	1-52
5-1.35A PERFORMANCE OF UDBE'S .....	1-52
5-1.36 SUBCONTRACTING PERCENTAGE.....	1-54
<b>SECTION 6. (INTENTIONALLY LEFT BLANK) .....</b>	<b>1-54</b>
<b>SECTION 7. LEGAL RELATIONS &amp; RESPONSIBILITY .....</b>	<b>1-54</b>
7-1.01 LAWS TO BE OBSERVED .....	1-54
7-1.02 HOURS OF LABOR.....	1-55
7-1.03 LEGAL HOLIDAYS .....	1-55
7-1.04 LABOR NONDISCRIMINATION.....	1-55
7-1.05 SCHEDULE OF PREVAILING WAGES .....	1-56
7-1.06 CERTIFIED PAYROLL .....	1-57
7-1.07 APPRENTICES .....	1-57
7-1.08 REGISTRATION AND LICENSING OF CONTRACTORS AND SUBCONTRACTORS.....	1-58
7-1.09 CITY OF ALAMEDA PERMITS.....	1-59
7-1.10 (NOT USED).....	1-59
7-1.11 PATENTS .....	1-59
7-1.12 RESPONSIBILITY FOR DAMAGES.....	1-60
7-1.13 CONTRACTOR'S RESPONSIBILITY FOR THE WORK .....	1-60
7-1.14 SAFETY PROVISIONS .....	1-60
7-1.15 RESPONSIBILITY OF CITY.....	1-60
7-1.16 NO PERSONAL LIABILITY .....	1-60
7-1.17 PUBLIC CONVENIENCE AND SAFETY .....	1-61
7-1.18 NOTICE TO CONTRACTORS.....	1-61
7-1.19 UTILITIES.....	1-61
7-1.20 SOUND CONTROL REQUIREMENTS.....	1-62
7-1.21 CONSTRUCTION SITE CONTROLS.....	1-62
7-1.22 RECYCLING OF CONCRETE AND ASPHALT MATERIALS .....	1-66
7-1.23 COMPLIANCE WITH THE CITY'S INTEGRATED PEST MANAGEMENT POLICY.....	1-66

7-1.24 CLEAN AIR ACT OF 1970, ET SEQ. AND FEDERAL WATER POLLUTION CONTROL ACT AS AMENDED BY THE CLEAN WATER ACT OF 1977 .....	1-69
7-1.25 SUBMITTALS AND REQUESTS FOR INFORMATION (RFI) .....	1-71
<b>SECTION 8. MATERIALS .....</b>	<b>1-71</b>
8-1 MISCELLANEOUS.....	1-71
8-1.01 PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS.....	1-71
<b>SECTION 9. (INTENTIONALLY LEFT BLANK) .....</b>	<b>1-79</b>
<b>SECTION 10. CONSTRUCTION DETAILS.....</b>	<b>1-79</b>
10-1 CONSTRUCTION DETAILS.....	1-79
10-1.01 PUBLIC CONVENIENCE AND PUBLIC SAFETY .....	1-79
10-1.02 ORDER OF WORK .....	1-81
10-1.03 EQUAL AND/OR APPROVED EQUAL.....	1-82
10-1.04 EXISTING IMPROVEMENTS .....	1-83
10-1.05 TREE ROOTS.....	1-84
10-1.06 UTILITY RELOCATIONS.....	1-84
10-1.07 PORTLAND CEMENT CONCRETE .....	1-85
10-1.08 CONSTRUCTION SITE CONTROLS.....	1-86
10-1.09 TRAFFIC CONTROL (Bid Item #1) .....	1-90
10-1.10 TEMPORARY PAVEMENT DELINEATION (Bid Item #2) .....	1-94
10-1.11 REMOVE TRAFFIC SIGN BLADE (Bid Item #8) AND REMOVE TRAFFIC SIGN POLE (Bid Item #3) .....	1-95
10-1.12 TRAFFIC STRIPING, PAVEMENT MARKINGS, PAVEMENT MARKERS AND PAINTED CURBS (BID ITEMS #6-33).....	1-96
10-1.13 PAVEMENT MARKERS (FDP BLUE REFLECTIVE) (Bid Item #68) .....	1-100
10-1.14 GREEN THERMOPLASTIC PAVEMENT MARKING (Bid Item #34).....	1-100
10-1.15 TRAFFIC SIGN POSTS (CONCRETE FOUNDATION) (Bid Item #35) AND TRAFFIC SIGN POSTS (SURFACE MOUNTED) (Bid Item #36) .....	1-101
10-1.16 TRAFFIC SIGNS (Bid Item #37-66) .....	1-102
10-1.17 SURFACE MOUNTED DELINEATIONS (Bid Item #67).....	1-103
10-1.18 ASPHALT PAVEMENT POINT REPAIR (Bid Item #68).....	1-104
10-1.19 2'x6', 2'x10', and 2'x30' PCC TRAFFIC ISLAND (BID ITEMS #69, #70, AND #72), 2'x30' MOUNTABLE CURB (BID ITEMS #71), 8" THICK DEPRESSED MEDIAN OPENING (BID ITEM #73).....	1-104
10-1.20 PCC COMMERCIAL DRIVEWAY (Bid Item #74).....	1-105
10-1.21 PCC TURNOUT (Bid Item #75).....	1-106
10-1.22 PCC PARATRANSIT LANDING PAD (Bid Item #76).....	1-108
10-1.23 PCC BUS ISLANDS (Bid Item #77) .....	1-108
10-1.24 PCC STANDARD CURB (BID ITEM #78), DOWELED CURB (BID ITEM #79), and PCC RAISED MEDIAN SIDEWALK (BID ITEM #80).....	1-109
10-1.25 PCC CURB RAMP (CASE A) (BID ITEM #81) AND PCC CURB RAMP (CASE F MODIFIED) (BID ITEM #82) .....	1-110
10-1.26 GRINDING AND AC RESURFACING STREET PAVEMENT ADJACENT TO NEW CURB RAMPS (BID ITEM #83).....	1-111
10-1.27 DETECTABLE WARNINGS (Bid Item #84) .....	1-111
10-1.28 CALTRANS TYPE 1 PEDESTRIAN BARRICADE (Bid Item #85).....	1-112
10-1.29 ADJUST MONUMENT FRAME AND COVER TO GRADE (Bid Item #86).....	1-112
10-1.30 PCC DRAINAGE CHANNEL AND ADJACENT APPURTENANCES (Bid Item #87)...	1-113
10-1.31 ASPHALT RESURFACING – BUS PAD AREA (Bid Item #88).....	1-113
10-1.32 BUS BENCH (Bid Item #89).....	1-114
10-1.33 BUS SHELTER (Bid Item #90).....	1-114
10-1.34 INVERTED U BIKE RACK (Bid Item #91).....	1-114
10-1.35 INTENTIONALLY LEFT BLANK.....	1-115
10-1.36 VIDEO DETECTION SYSTEM AT OTIS AND WESTLINE DRIVE (Bid Item #94).....	1-115
10-1.37 TYPE 3 CATCH BASIN & APPURTANENCES (Bid Item #95).....	1-116
10-1.38 PERMITS (Bid Item #96).....	1-116
<b>SECTION 11. (INTENTIONALLY LEFT BLANK).....</b>	<b>1-117</b>

<b>SECTION 12. WORK ZONE SAFETY AND MOBILITY.....</b>	<b>1-117</b>
<b>SECTION 13. <i>RELATIONS WITH RAILROAD</i> .....</b>	<b>1-117</b>
<b>SECTION 14. FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS.....</b>	<b>1-118</b>

#### **REQUIRED FEDERAL CONTRACT PROVISIONS**

EXHIBIT 12-E, ATT. A, SECT. 14: FEDERAL REQUIREMENTS FOR FEDERAL-AID	
CONSTRUCTION PROJECTS.....	1-118
EXHIBIT 12-E, ATT. B	
REQUIRED CONTRACT PROVISIONS .....	2-3
EXHIBIT 17-F:	
FINAL REPORT OF UTILIZATION OF DBE'S .....	2-17
EXHIBIT 17-O:	
DBE CERTIFICATION STATUS CHANGE.....	2-19
.....	

## **CITY OF ALAMEDA EXHIBITS**

**EXHIBIT 'A': PREVAILING WAGES (FEDERAL & STATE WAGE RATES)**  
**EXHIBIT 'B': LIST OF PROCESSORS BY MATERIAL**  
**EXHIBIT 'C': CERTIFIED PAYROLL & PREVAILING WAGES FORMS**  
**EXHIBIT 'D': BIDDERS PROPOSAL (SEE BID BOOK)**  
**EXHIBIT 'E': CONTRACTOR AGREEMENT(SEE BID BOOK)**  
**EXHIBIT 'F': LIST OF SUBMITTALS**  
**EXHIBIT 'G': EMERGENCY FORM**  
**EXHIBIT 'H': PAYMENT BOND (SEE BID BOOK)**  
**EXHIBIT 'I': PERFORMANCE BOND (SEE BID BOOK)**  
**EXHIBIT 'J': RECYCLED CONTENT STANDARDS**  
**EXHIBIT 'K': WASTE REDUCTION & RECYCLING PLAN (FORM)**  
**EXHIBIT 'L': WASTE REDUCTION & RECYCLING PLAN FINAL SUMMARY REPORT (FORM)**  
**EXHIBIT 'M': WASTE MANAGEMENT REPORT FOR CONTRACTORS**  
**EXHIBIT 'N': NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION**  
**EXHIBIT 'O': ANNUAL HAULING INFORMATION AND APPLICATION**  
**EXHIBIT 'P': RELATIVE STATE OF CALIFORNIA STANDARD PLANS**  
**EXHIBIT 'Q': ARBORIST REPORT**  
**EXHIBIT 'R': EAST BAY REGIONAL PARK PERMIT FOR TREE REMOVAL AND REPLACEMENT**  
**EXHIBIT 'S': FOUNDATION DETAIL FOR SQUARE TUBING TRAFFIC SIGN POLES**  
**EXHIBIT 'T': VIDEO DETECTION SYSTEM SPECIFICATIONS**

**CITY OF ALAMEDA  
DEPARTMENT OF PUBLIC WORKS**

**NOTICE TO BIDDERS**

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The City of Alameda will receive sealed proposals for the work shown on the plans and specifications entitled:

**CITY OF ALAMEDA**

**Federal Aid Project No: HSIPL 5014(037)  
P.W. No. 07-13-21**

**SHORELINE DRIVE, WESTLINE DRIVE BIKEWAY  
IMPROVEMENTS**

**IN**

**CITY OF ALAMEDA, COUNTY OF ALAMEDA,  
STATE OF CALIFORNIA**

The proposal must be presented to the Public Works Department, City Hall West, 950 West Mall Square, Room 110, Alameda, California, under sealed cover, plainly marked on the outside "Shoreline Drive, Westline Drive Bikeway Improvements, No. P.W. 07-13-21, Federal Aid Project No: HSIPL 5014(037) no later than **2:00 PM** on May 1, 2014.

Bid forms for this work are included in a separate book with the same title.

**A Mandatory Pre-Bid meeting** will be held at City Hall West, 950 W. Mall Square, Room 156, Alameda, California, 94501, on April 1, 2014, **at 2:00 p.m.** The mandatory prebid meeting must be attended. The City reserves the right to hold additional prebid meetings as necessary.

General work description: The work shall generally consist of removing existing thermoplastic and paint traffic stripes, markings and markers, traffic signs and poles, street asphalt concrete pavement sections, concrete curb, wood barricades, street tree, and installation of new thermoplastic traffic striping, markings and markers, traffic signs and poles, rubber wheel stops, traffic delineators, bicycle stands, constructing concrete traffic islands, concrete bus stop islands, a drainage channel, a catch basin, street trees, handicap ramps, mobilization, and traffic control. City will purchase and install a video camera and related conductors and disconnect an existing loop detector, at Otis Drive and West Line Drive, and is shown on plans and incorporated into these specifications for funding purposes only.

**The UDBE goal for this project is 15%** The City may consider the UDBE commitments of the 2nd and 3rd bidders when determining whether the low bidder made good faith efforts to meet the UDBE goal.

**THIS PROJECT IS SUBJECT TO THE "BUY AMERICA" PROVISIONS OF THE SURFACE TRANSPORTATION ASSISTANCE ACT OF 1982 AS AMENDED BY THE INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT OF 1991.**

Bids are required for the entire work described herein.

The contractor shall possess a Class A license at the time this contract is awarded.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Inquiries or questions based on alleged patent ambiguity of the plans, specifications or estimate must be communicated as a bidder inquiry prior to bid opening. Any such inquiries or questions, submitted after bid opening, will not be treated as a bid protest.

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 for a:

**NONREFUNDABLE FEE OF \$50.00 PER SET  
(\$65.00 FOR SHIPPING & HANDLING, IF MAILED)**

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

The successful bidder shall furnish a payment bond and a performance bond.

The City of Alameda affirms that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

**PREVAILING WAGES.**

In accordance with the provisions of Section 1773 of the Labor Code, the City Council of the City of Alameda has ascertained the general prevailing rate of wages applicable to the work to be done.

Any classification omitted herein shall receive not less than the lowest wage tabulated herein.

Overtime shall be not less than one and one half (1-1/2) times the specified rates.

The Contractor shall forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for such work or craft in which such workman is employed for the work mentioned herein by any subcontractor under the Contractor.

#### SCHEDULE OF PREVAILING WAGES

Pursuant to Section 1773, and following, of the California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. The successful bidder shall post a copy of such determination at the job site.

Pursuant 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 are applicable unless the State wage rates are higher. The Federal Wage Rates that apply are those current within ten (10) days of the bid due date.

Attached as Exhibit A are recent determinations for those crafts associated with this project. The latest general prevailing wage determination, issued by the Division of Labor Statistics and Research for those crafts normally associated with public works construction, is on file and can be reviewed in the Public Works Department, Building 1, 950 W. Mall Square, Room 110, Alameda, CA 94501.

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).

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., Eastern Time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

## COPY OF BID ITEM LIST

*(NOT TO BE USED FOR BIDDING PURPOSES)*

SHORELINE DRIVE, WESTLINE DRIVE BIKEWAY IMPROVEMENTS ENGINEER'S ESTIMATE See notes at bottom of List			
SCHEDULE A			
Item No.	Item Description	Unit of Measure	Estimated Quantity
1	TRAFFIC CONTROL	LS	1
2	REMOVAL OF EXISTING THERMOPLASTIC TRAFFIC STRIPES, MARKINGS, MARKERS, PAINTED CURB, AND PARKING T's & INSTALL TEMPORARY PAVEMENT DELINEATION	LS	1
3	TREE REMOVAL (1) & REPLACE TWO TREES	LS	1
4	REMOVE TRAFFIC SIGN POLE	EA	28
5	REMOVE TRAFFIC SIGN BLADE	EA	70
6	TWO 4-INCH SOLID WHITE LANE STRIPING (LEGEND 2 ON PLANS)	LF	16,200
7	4-INCH SOLID WHITE STRIPING AT 45-DEGREES AT 4.25'O.C. (LEGEND 2 ON PLANS)	LF	2,100

## COPY OF BID ITEM LIST

*(NOT TO BE USED FOR BIDDING PURPOSES)*

SHORELINE DRIVE, WESTLINE DRIVE BIKEWAY IMPROVEMENTS ENGINEER'S ESTIMATE See notes at bottom of list			
SCHEDULE A Continued			
Item No.	Item Description	Unit of Measure	Estimated Quantity
8	BIKE LANE CENTERLINE (CAMUTCD-9C-2) (LEGEND 5 ON PLANS)	LF	9,400
9	NO PASSING ZONE STRIPING (CAMUTCD-22) (LEGEND 4 ON PLANS)	LF	7,600
10	BIKE LANE SYMBOL (CA- A24C) (LEGEND 6 ON PLANS)	EA	81
11	BIKE LANE ARROW (CA A24A) (LEGEND 6 ON PLANS)	EA	82
12	8" SOLID WHITE LANE STRIPING (CAMUTCD-38A) (LEGEND 18 ON PLANS)	EA	663
13	DETAIL 27B	EA	90
14	DETAIL 29	LF	930
15	DETAIL 40A NON-REFLECTIVE PAVEMENT MARKER	EA	17

# COPY OF BID ITEM LIST

(NOT TO BE USED FOR BIDDING PURPOSES)

SHORELINE DRIVE, WESTLINE DRIVE BIKEWAY IMPROVEMENTS ENGINEER'S ESTIMATE See notes at bottom of List			
SCHEDULE A Continued			
Item No.	Item Description	Unit of Measure	Estimated Quantity
16	DETAIL 41	LF	73
17	TWO-WAY LEFT TURN LANE STRIPING (CAMUTCD-32) (LEGEND 3 ON PLAN)	LF	1,560
18	TYPE IV(R/L) ARROW	EA	13
19	CUSTOM 'CURVED' BIKE ARROW	EA	2
20	DETAIL 2/CD-6	EA	4
21	12" WIDE CROSSWALK STRIPING (LEGEND 7 ON PLAN)	LF	2
22	4" SOLID WHITE STRIPE WITHIN ISLAND @ 45-DEGREES AT 4'O.C.	LF	135
23	4" SOLID YELLOW STRIPE WITHIN ISLAND @ 45-DEGREES AT 4'O.C.	LF	170
24	4" SOLID WHITE STRIPE WITHIN ISLAND @ 45-DEGREES AT 5'O.C.	LF	135
25	12" WIDE STOP BAR MARKING	LF	45
26	"STOP" PAVEMENT MARKING	EA	12

## COPY OF BID ITEM LIST

*(NOT TO BE USED FOR BIDDING PURPOSES)*

SHORELINE DRIVE, WESTLINE DRIVE BIKEWAY IMPROVEMENTS ENGINEER'S ESTIMATE See notes at bottom of List			
SCHEDULE A Continued			
Item No.	Item Description	Unit of Measure	Estimated Quantity
27	“PED” PAVEMENT MARKING	EA	9
28	“XING” PAVEMENT MARKING	EA	9
29	ISA 'ADA' PAVEMENT MARKING	EA	3
30	PARKING ‘T’ PAVEMENT MARKINGS	EA	345
31	RED CURB PAINT	LF	2,602
32	YELLOW CURB PAINT	LF	444
33	BLUE CURB PAINT	LF	72
34	GREEN THERMOPLASTIC PAVEMENT MARKING	SF	16,376
35	INSTALL TRAFFIC SIGN POST WITH CONCRETE FOUNDATION	EA	17
36	INSTALL TRAFFIC SIGN POST (SURFACE MOUNTED)	EA	68
37	CUSTOM SIGN ‘A’ BLADE & MOUNTING	EA	1

38	WHEEL STOPS	EA	961
39	R1-1 SIGN BLADE & MOUNTING	EA	2
40	R5-1 SIGN BLADE & MOUNTING	EA	7
41	CUSTOM "EXCEPT BICYCLES" SIGNS BLADE & MOUNTING	EA	7
42	R5-11 'OFFICIAL VEHICLES ONLY' SIGN BLADE & MOUNTING	EA	2
43	R9-3 SIGN BLADE & MOUNTING	EA	2
44	R9-6 SIGN BLADE & MOUNTING	EA	13
45	R25A SIGN 'LOADING ONLY' (NO TIME OR LIMIT TO BE ON SIGN) BLADE & MOUNTING	EA	10
46	RS-034 'PARKING' SIGN BLADE & MOUNTING	EA	2
47	RS-145 'BEACH' SIGN BLADE & MOUNTING	EA	2
48	M6 SERIES (DIRECTIONAL ARROW) SIGN BLADE & MOUNTING	EA	2
49	R81 SIGN BLADE & MOUNTING	EA	15
50	M6-2A(R) SIGN BLADE & MOUNTING	EA	15
51	R99 SIGN BLADE & MOUNTING	EA	3
52	CUSTOM "BICYCLISTS MUST DISMOUNT AND USE CROSSWALK" SIGN BLADE & MOUNTING	EA	1

53	W91L SIGN BLADE & MOUNTING	EA	5
54	CUSTOM W9-1 'BIKE LANE ENDS' SIGN BLADE & MOUNTING	EA	1
55	W16-2AP (60') SIGN BLADE & MOUNTING	EA	1
56	W1-6 (24"X12") ARROW WARNING SIGN	EA	5
57	W1-8 SIGN BLADE & MOUNTING	EA	1
58	OM3- R (OBJECT MARKER) SIGN BLADE & MOUNTING	EA	26
59	W1-1A(L)(20MPH) SIGN BLADE & MOUNTING	EA	1
60	W11-2 SIGN BLADE & MOUNTING	EA	6
61	W16-8P SIGN BLADE & MOUNTING	EA	8
62	W8-2 (18") CUSTOM 'DIP' SIGN BLADE & MOUNTING	EA	6
63	W8-1 (18") CUSTOM 'BUMPS' SIGN BLADE & MOUNTING	EA	8
64	W73A SIGN BLADE & MOUNTING	EA	1
65	CITY PROVIDED SHUTTLE BUS SIGN ON NEW POLE	EA	1
66	BLUE REFLECTIVE PAVEMENT MARKER (FIRE HYDRANT LOCATIONS)	EA	20
67	SURFACE MOUNTED DELINEATORS	EA	32

68	ASPHALT PAVEMENT POINT REPAIRS	SF	680
69	2' x 6' PCC TRAFFIC ISLAND	EA	23
70	2' X 10' PCC TRAFFIC ISLAND	EA	1
71	2' x 30' PCC MOUNTABLE CURB	EA	11
72	2' x 30' PCC ISLAND	EA	3
73	8" THICK DEPRESSED MEDIAN OPENING WITH 6" X 6" #10AWG WIRE MESH	SF	60
74	PCC COMMERCIAL DRIVEWAY	SF	140
75	PCC TURNOUT	EA	2
76	PCC PARATRANSIT LANDING PAD	SF	124
77	PCC BUS ISLAND	CY	22
78	PCC STANDARD CURB	LF	186
79	PCC DOWELED CURB	LF	770
80	PCC RAISED MEDIAN 3" SIDEWALK	SF	1,400
81	PCC CURB RAMP (CASE A)	EA	6
82	PCC CURB RAMP (CASE F MODIFIED)	EA	1

83	GRINDING AND AC RESURFACING STREET PAVEMENT ADJACENT TO NEW CURB RAMP	SF	400
84	DETECTABLE WARNING SURFACE	SF	96
85	CALTRANS TYPE 1 PEDESTRIAN BARRICADE	EA	4
86	ADJUST MONUMENT FRAME AND COVER TO GRADE	EA	1
87	PCC DRAINAGE CHANNEL AND ADJACENT APPURTANENCES	LS	1
88	ASPHALT REFURFACING- BUS PAD AREA	TN	11
89	BUS BENCH	EA	3
90	BUS SHELTER	EA	2
91	INVERTED U BIKE RACK	EA	10
92	RELOCATE TRAFFIC BEACON AT SHORELINE AND WESTLINE	LS	1
93	RELOCATE TRAFFIC BEACON AT SHORELINE AND BROADWAY	LS	1
94	VIDEO DETECTION SYSTEM AT OTIS AND WESTLINE DRIVE	LS	1
95	TYPE 3 CATCH BASIN & APPURTANENCES	EA	1
96	PERMITS	ALLOW	2,000

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**NOTE:** This preliminary estimate of the quantities of work to be done 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-throughs. 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. If Add Alternates are presented in the estimate, the contract may be awarded with Base Bid only or Base Bid with any combination of Add Alternates, at the discretion of the City or depending upon available funding.

CITY OF ALAMEDA  
DEPARTMENT OF PUBLIC WORKS

**SPECIAL PROVISIONS**

**FOR**

**CITY OF ALAMEDA  
SHORELINE DRIVE, WESTLINE DRIVE BIKEWAY  
IMPROVEMENTS**

**No. P.W. 06-13-18**

**Federal Identification No: TCSPL-5014(040)**

**SECTION 1. SPECIFICATIONS AND PLANS, DESCRIPTION  
OF WORK**

**1-1.01 GENERAL**

The work embraced herein shall be done in accordance with the 2010 Standard Specifications, and the 2010 Standard Plans, as currently amended, of the Department of Transportation insofar as the same may apply and these special provisions.

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 the conflicting portions.

Amendments to the Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.04, "Coordination and Interpretation of Plans, Standard Specifications and Special Provisions," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the special provisions, the indented text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

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.

Each bidder, subcontractor, and supplier is responsible for ascertaining, prior to submitting its Bid, that it has reviewed all issued Addenda. If during the course of the bidder's examination of the Bid Documents and the Site, a bidder finds facts or conditions which appear to be in conflict with the letter or spirit of the bidding documents, the bidder shall apply for additional information and explanation before submitting the bid. The bidder shall be responsible for not clarifying conflicting information or for assuming less costly approaches that could have been resolved by asking questions in writing prior to submitting the bid. The City will issue Addenda if required to response to bidder's questions and other items prior to the bid. The last day for bidder questions will be 5:00 p.m. on April 24, 2014. Questions must be submitted in writing via fax, 510-769-6030, **AND** electronic mail to: Virendra Patel at [vpatel@alamedaca.gov](mailto:vpatel@alamedaca.gov).

### **1-1.02 STANDARD PLANS LIST**

Reference to State of California Standard Plans, Revised Standard Plans (RSP) and New Standard Plans (NSP) applicable to this project are as noted in the project plans and special provisions. The City of Alameda Standard Plans have been included in the project plans.

### **1-1.03 DESIGNATIONS AND TERMS**

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

Agency	The legal entity for which work is being performed.
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	"Agency" as defined above.

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.

**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.

#### **1-1.04 DESCRIPTION OF WORK**

In general, the project includes traffic striping modifications to convert an existing south bound traffic lane on Westline Drive, eastbound traffic lane on Otis Drive and northbound traffic lane on Broadway into a two-way bicycle (cycle) lane including a three foot stripped and traffic islands separation between bicycles and motor vehicles, in the City of Alameda.

Scope of work for this project includes, but is not limited to: removing existing thermoplastic and paint traffic stripes, markings and markers, traffic signs and poles, street asphalt concrete pavement sections, concrete curb, wood barricades, street tree, and installation of new thermoplastic traffic striping, markings and markers, traffic signs and poles, rubber wheel stops, traffic delineators, bicycle stands, constructing concrete traffic islands, concrete bus stop islands, a drainage channel, a catch basin, street trees, abandon traffic loop, handicap ramps, mobilization, and traffic control.

Plans of the street improvements are available for review at the Public Works Department, 950 West Mall Square, Room 110, Alameda, CA 94501.

#### **1-1.05 PLANS**

The following drawings are incorporated into these specifications. Drawing numbers refer to City Engineer’s files:

##### Plans

<u>TITLE</u>	<u>DRAWING NO.</u>
SHORE LINE DRIVE/WESTLINE/DRIVE CYCLE TRACK PROJECT (17 sheets)	9364
Westline Drive (Eighth Street) Corridor Improvements (for reference only and indicates new video conductor run within existing conduit and existing mast arm for proposed camera location. City to install and furnish.)	9086-401

The following Standard Plans by the State of California, Department of Transportation, are incorporated into these Specifications:

<u>TITLE</u>	<u>DRAWING NO.</u>
Pavement Markers and Traffic Lines Typical Details	A20A
Pavement Markers and Traffic Line Typical Details	A20C
Pavement Markers and Traffic Line Typical Details	A20D
Pavement Marking Arrows	A24A
Pavement Marking Arrows	A24B
Pavement Markings Symbols and Numerals	A24C
Pavement Markings Words	A24E
Pavement Markings Words and Crosswalks	A24E
Delineators, Channelizers and Barricades	A73C
Curb Ramp Details	A88A
Electrical Systems (Pedestrian Barricades)	ES-7P
Electrical Systems (Legend, Notes and Abbreviations)	ES-1A
Electrical Systems (Legend, Notes and Abbreviations)	ES-1B
Electrical Systems (Legend, Notes and Abbreviations)	ES-1C
Electrical Systems (Signal Heads and Mountings)	ES-4A

The following illustration by the State of California, Department of Transportation, 'California Manual on Uniform Traffic Control Devices for Streets and Highways: Part 6 – Temporary Traffic Control', are incorporated into these Specifications:

Right-Hand Lane Closure on Far Side of Intersection	6H-22
Left-Hand Lane Closure on Far Side of Intersection	6H-23
Closure at Side of Intersection	6H-27
Sidewalk Detour or Diversion	6H-28
Crosswalk Closure and Pedestrian Detours	6H-29

**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 Drainage Channel	6060	14
Standard Section for Repaving Trenches	2930	22
Details of City Survey Monuments	3174	54
Details of Reinforcing Required in Sidewalk around	6080	22

**CITY OF ALAMEDA STANDARD PLANS continued:**

<b>Title</b>	<b>Drawing No.</b>	<b>Case No.</b>
Utility Boxes		
Traffic Sign Specifications (2 Sheets)	5700	404
Street Trees - Planting Details	9050	74

## **SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS**

### **2-1.01 GENERAL**

**Note that Section 2, Proposal Requirements and Conditions, has been entirely replaced in the current amendment with Section 2, Bidding.** The bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," of the Standard Specifications as currently amended and these special provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

**A mandatory prebid meeting is scheduled for 2 PM, April 1, 2014, at the Public Works Department, 950 West Mall Square, Room 156, Alameda. Contractors may submit written inquiries to the Department's representative during the meeting, or submit them before the meeting by email and fax no later than 2:00 p.m. on April 24, 2014. Questions sent in before the meeting must be submitted in writing via fax, 510-769-6030, AND electronic mail to: Virendra Patel at [vpatel@alamedaca.gov](mailto:vpatel@alamedaca.gov) .**

The Bidder's Bond shall conform to the bond form in the Bid book of the project and shall be properly filled out and executed. The bidder's bond form included on that book may be used.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Noncollusion Affidavit.

The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of Title 49 CFR (Code of Federal Regulations), Part 26 in the award and administration of US DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contract.

**2-1.02 DISADVANTAGED BUSINESS ENTERPRISE (DBE) This project is subject to Title 49 CFR 26.13(b):**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

To ensure there is equal participation of the DBE groups specified in 49 CFR 26.5, the Agency specifies a goal for Underutilized Disadvantaged Business Enterprises (UDBEs). UDBE is a firm that meets the definition of DBE and is a member of one of the following groups:

1. Black Americans
2. Native Americans
3. Asian-Pacific Americans
4. Women

References to DBEs include UDBEs, but references to UDBEs do not include all DBEs.

Make work available to UDBEs and select work parts consistent with available UDBE subcontractors and suppliers.

Meet the UDBE goal shown in the Notice to Bidders or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the UDBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to:

[http://www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm)

Only UDBE participation will count towards the UDBE goal. DBE participation will count towards the Agency's Annual Anticipated DBE Participation Level and the California statewide goal.

Credit for materials or supplies you purchase from UDBEs counts towards the goal in the following manner:

1. 100 percent counts if the materials or supplies are obtained from a UDBE manufacturer.
2. 60 percent counts if the materials or supplies are obtained from a UDBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a UDBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a UDBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55.

### **UDBE Commitment Submittal**

Submit UDBE information on the "Local Agency Bidder-UDBE Commitment (Construction Contracts)," Exhibit 15-G (1), form included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the UDBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the UDBE Commitment form to the Agency. UDBE Commitment form must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

Other bidders do not need to submit the UDBE Commitment form unless the Agency requests it. If the Agency requests you to submit a UDBE Commitment form, submit the completed form within 4 business days of the request.

Submit written confirmation from each UDBE stating that it is participating in the contract. Include confirmation with the UDBE Commitment form. A copy of a UDBE's quote will serve as written confirmation that the UDBE is participating in the contract.

If you do not submit the UDBE Commitment form within the specified time, the Agency finds your bid nonresponsive.

### **Good Faith Efforts Submittal**

If you have not met the UDBE goal, complete and submit the "UDBE Information - Good Faith Efforts," Exhibit 15-H, (included in the bid book) with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by UDBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

If your UDBE Commitment form shows that you have met the UDBE goal or if you are required to submit the UDBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the UDBE goal has not been met.

The City may consider the UDBE commitments of the 2nd and 3rd bidders when determining whether the low bidder made good faith efforts to meet the UDBE goal.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to UDBE firms. Identify those items of work you might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate UDBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to UDBE firms.
2. Names of certified UDBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the UDBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified UDBEs through all reasonable and available means and provide sufficient time to allow UDBEs to respond.
3. Name of selected firm and its status as a UDBE for each item of work made available. Include name, address, and telephone number of each UDBE that provided a quote and their price quote. If the firm selected for the item is not a UDBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested UDBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using UDBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested UDBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the UDBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested UDBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the UDBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the UDBE assisted, nature of the assistance offered, and date. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

### **2-1.03 PROPOSAL FORM**

All proposals must be made upon blank forms, which are included in these specifications. (see separately bound bid book).

All proposals must give the prices proposed, **both in writing and in figures**. Proposals 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.

### **2-1.04 ADDENDA**

Addenda, if any, shall be forwarded by mail to prospective bidders who have purchased a set of these specifications from the City's Public Works Department and have furnished a mailing address. Addenda shall also be forwarded by mail to all persons who have attended the mandatory pre-bid meeting and signed in with a mailing address.

**Prospective bidders, subcontractors and suppliers who have not purchased plans and specifications from the City are responsible for inquiring at the Public Works Department (phone 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. Acknowledgment of receipt of all addenda is required on the proposal and those proposals that do not have acknowledgment of all addenda will be considered non-responsive.

### **2-1.05 BIDDER'S GUARANTY**

All bids shall be presented under sealed cover and 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 separately-bound Exhibit D (Bid Book).

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 be 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. It is mutually agreed by the parties hereto that, upon failure of the bidder to execute said contract, that provision be made herein for liquidated damages.

Any bid bond submitted under this Section shall incorporate therein by reference, or otherwise, all of the provisions of Section 2-1.03, of these specifications.

## **2-1.06 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 proposals, 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 proposals they accompany.

## **2-1.07 TAXES**

Bids must include all State and Federal taxes applicable to the transaction.

## **2-1.08 SUBCONTRACTORS**

All contractors shall comply with the State Subletting and Subcontracting Fair Practices Act, found in Section 4100 through 4112, Government Code of California. 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.

## **2-1.09 REJECTION OR RETURN OF PROPOSALS**

Proposals 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 proposals. The City reserves the right to return bids unopened.

## **2-1.10 FEDERAL LOBBYING RESTRICTIONS**

Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier sub recipient of a Federal-aid contract to pay for any person for

influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Bid book. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Bid book. Signing the Bid book shall constitute signature of the Certification.

The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall 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 the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

1. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; or
2. A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
3. A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered Federal Action.

## **2-1.11 PUBLIC CONTRACT CODE 10162**

The City shall require from all prospective bidders the completion, under penalty of perjury, of a standard form of questionnaire inquiring whether such prospective bidder, any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation, and if so to explain the circumstances.

A bid may be rejected on the basis of a bidder, any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder, having been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local project because of a violation of law or a safety regulation.

10232 – Every contract shall contain a statement by which the contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a

federal court has been issued against the contractor within the immediately preceding two-year period because of the contractor's failure to comply with an order of the National Labor Relations Board. For purposes of this section, a finding of contempt does not include any finding, which has been vacated, dismissed, or otherwise removed by the court because the contractor has complied with the order, which was the basis of the finding. The state may rescind any contract in which the contractor falsely swears to the truth of the statement required by this section.

10285.1 – Any state agency may suspend, for a period of up to three years from the date of conviction, any person from bidding upon, or being awarded, a public works or services contract with the agency under this part or from being a subcontractor at any tier upon the contract, if that person, or any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Section 1101, with any public entity, as defined in Section 1100, including, for the purposes of this article, the Regents of the University of California or the Trustees of the California State University.

A state agency may determine the eligibility of any person to enter into a contract under this article by requiring the person to submit a statement under penalty of perjury declaring that neither the person nor any subcontractor to be engaged by the person has been convicted of any of the offenses referred to in this section within the preceding three years.

The following Public Contract Code sections statements and questionnaire have been added to the Bidders Proposal Form (see Bid Book):

1. Public Contract Code 10285.1 Statement
2. Public Contract Code 10162 Questionnaire
3. Public Contract Code 10232 Statement

## **2-1.12 NONCOLLUSION AFFIDAVIT**

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Bid book. Signing the Proposal shall also constitute signature of the Noncollusion Affidavit.

## **2-1.12C SUBCONTRACTOR LIST**

In the Subcontractor List, list each subcontractor to perform work in an amount in excess of 1/2 of 1 percent of the total bid or \$10,000, whichever is greater (Pub Cont Code § 4100 et seq.)

The Subcontractor List must show the name, address, and work portions to be performed by each subcontractor listed. Show work portion by bid item number, description, and percentage of each bid item subcontracted.

## **SECTION 3. AWARD AND EXECUTION OF CONTRACT**

### **3-1.01 GENERAL**

**Note that Section 3, Award and Execution of Contract, has been entirely replaced to the current amendment with Section 3, Contract Award and Execution.** The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

### **~~3-1.02 INTENTIONALLY LEFT BLANK~~**

### **3-1.03 AWARD OF CONTRACT**

The award of contract, if it is 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 sixty (60) 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 in funding, the City reserves the right to hold the Bidder to its bid for 90 days from the date the contract is awarded.

### **3-1.04 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 Bidder shall be notified of apparent award status and requested to provide the following required documentation: two (2) copies of the signed contract, proof of insurance and Payment and Performance bonds. The Bidder shall have five (5) business days from the date the City Council awards the contract to furnish the relevant bonds and insurance, along with any other documents required for submission, to the City.

No proposal shall be considered binding upon the City until the execution of the contract. Failure to execute a contract and file acceptable bonds as provided herein within five (5) business days after the Bidder has received notice that the contract has been awarded shall be just cause for the annulment of the award and the forfeiture of the Bidder's guaranty.

A "Local Agency Bidder-DBE Information (Construction Contracts), Exhibit 15-G (2)" form is included in the Bid book to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

The successful bidder's "Local Agency Bidder- Information (Construction Contracts), Exhibit 15-G(2)" form should include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, and the dollar value of each DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE should be included in the DBE information, including the planned location of that work. A successful bidder certified as a DBE should describe the work it has committed to performing with its own forces as well as any other work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies.

The successful bidder is encouraged to provide written confirmation from each DBE that the DBE is participating in the contract. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract. If a DBE is participating as a joint venture partner, the successful bidder is encouraged to submit a copy of the joint venture agreement.

The "Local Agency Bidder-DBE Information (Construction Contracts), Exhibit 15-G(2)" form shall be completed and returned to the Agency by the successful bidder with the executed contract and contract bonds.

### **3-1.05 CONTRACT BONDS**

The Contractor shall furnish two good and sufficient bonds (see Bid Book). 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 to 3252 of the Civil Code of the State of California. The other bond shall guaranty faithful performance of the said contract by the Contractor and be executed in a sum equal to at least one hundred percent (100%) of the contract price. 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.

### **3-1.06 INSURANCE AND CLAUSES**

**Refer to Contract in Exhibit D, Bid Book, for amount of insurance coverage for this project.**

The Contractor shall have five (5) business days from the date the City Council awards the contract to obtain to furnish the City with certificates showing the type, amount; class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with the attached contract. 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. Insurance certificates must be included with signed contract. Endorsements naming the City, State of California, East Bay Regional Park District as additional insured shall be submitted with the insurance certificates.

Full compensation for all premiums which the Contractor and the subcontractors are required to pay on all the insurance described above shall be considered as included in the prices paid for the various items of work to be performed under the contract, and no additional allowance will be made therefore or for additional premiums which may be required by extensions of the policies of insurance.

**Included in the contract are hold harmless and additional insured clauses naming the State of California, East Bay Regional Park District.**

### **3-1.07 DELIVERY ADDRESS FOR DOCUMENTS REQUIRED AFTER BID OPENING**

Bid protests, contracts, bonds, insurance, and other documents identified in Section 3 and these special provisions are to be delivered to the following City address: City of Alameda, City Hall West, 950 West Mall Square, Room 110, Alameda, CA 94501, so that they are received within five (5) business days from the date the City Council awards the contract. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed documents shall be delivered to the following address: City of Alameda, City Hall West, 950 West Mall Square, Room 110, Alameda, CA 94501.

## **SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES**

### **4-1.01 PROGRESS OF THE WORK AND TIME FOR COMPLETION**

Attention is directed to the provisions in Section 8-1.03, "Beginning of Work;" in Section 8-1.06 "Time of Completion;" and in Section 8-1.07, "Liquidated Damages;" of the Standard Specifications and these special provisions.

Within five (5) business 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), Erosion/Storm Water Pollution Prevention Plan, 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 Contractor shall have sixty (60) consecutive working days from the date the work is to commence pursuant to the Notice to Proceed to complete the entire work, including punch list items. The Contractor shall pay to the City of Alameda the sum of \$3,000 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 Contractor shall review the plans and specifications and submit a written work schedule as a part of the Initial Project Submittal Package designating the order in which the work shall progress, and construction work shall not be started until such work schedule is approved by the Engineer. The Contractor shall not commence construction on any section of the work until such time that he 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 provide a minimum of two crews to complete the work as specified. The Contractor shall submit an updated work schedule at each progress meeting and upon the issuance of any change order that alters the contract's schedule.

The Contractor shall submit a Traffic Control Plan as a part of the Initial Project Submittal Package to the Engineer. The Initial 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 block of their homes. The Contractor shall have an approved Traffic Control Plan prior to commencing of work in the field. The 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.

The Contractor shall submit an Erosion/Storm Water Pollution Prevention Plan as a part of the Initial Project Submittal Package to the Engineer. The Contractor shall not start work until the Erosion/Storm Water Pollution Prevention Plan and construction site controls are in place and approved by the Engineer.

#### **4-1.02 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.

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

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.

#### **4-1.03 CHARACTER OF WORKERS**

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.

#### **4-1.04 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 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 the work until ordered in writing by the Engineer.

#### **4-1.05 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 time limit 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 Three Thousand Dollars (\$3,000) per day, for each and every calendar day's** delay in finishing the work in excess of the number of working days prescribed above; 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 ten (10) 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.

#### **4-1.06 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.

If two or more sections within this Specification are in conflict or are inconsistent with one another regarding terminations, suspensions, the requirement to hold bid prices, or payment due in a termination or suspension situation, this Section shall control.

#### **4-1.07 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.

#### **4-1.08 PRE-CONSTRUCTION CONFERENCE/MEETINGS AND SCHEDULES**

Within five (5) business 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), Erosion/Storm Water Pollution Prevention Plan, Waste Reduction and Recycling Plan, and the full project schedule.

A preconstruction conference will be held at the office of the City Engineer approximately two 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.

Weekly or bi-weekly project meetings will be held on-site or in the office of the Engineer, at 950 W. Mall Square, Room 110, to discuss issues, coordination, change orders, schedule updates or any other matters. Construction schedules shall be updated weekly and submitted prior to the weekly project meetings. In addition, a three-week look ahead schedule that ties into the master schedule shall be provided and delivered to the Engineer on a weekly basis.

#### **4-1.09 MANDATORY PRE-CONSTRUCTION MEETING SUBMITTALS**

## Required Initial Project Submittal Package

Within five (5) business days of the date the work is to commence pursuant to the Notice to Proceed, the Contractor shall submit the following:

- Construction Schedule
- Traffic Control Plan for at minimum the first 20 working days of the contract
- Erosion/Storm Water Pollution Prevention Plan
- Waste Reduction and Recycling Plan

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.

### **4-1.10 WATER AVAILABILITY AND CONSERVATION**

It is anticipated that water will be available in sufficient quantities for the prosecution of the work. However, water shortages may occur during the life of the contract. Arrangements or commitments obtained by the City are not a part of the contract. It is expressly understood and agreed that the City assumes no responsibility to the bidder or Contractor whatsoever in respect to the arrangements made with the source. The Contractor shall assume all risks in connection with the use of the source and the terms upon which the use shall be made. There is no warranty or guaranty, either expressed or implied, to the quantity of water that can be obtained from the source.

During the progress of the work, if water becomes unavailable or unavailable in the quantities needed for prosecution of the work, the unavailability of water will be considered a "shortage of materials" in conformance with the provisions in Section 8-1.07, "Liquidated Damages," of the Standard Specifications except for compensation. The Contractor will be granted an extension of time and will not be assessed with liquidated damages for any portion of the delay in completion of the work beyond the time shown above for the completion of the work caused by the unavailability of water, provided the Contractor notifies the Engineer and furnishes proof of the "shortage of materials" as required in the third and fourth paragraphs in Section 8-1.07, "Liquidated Damages," of the Standard Specifications. If the Contractor sustains delay costs or damages which could not have been avoided by the judicious handling of forces, equipment and plant, there shall be paid to the Contractor the amount the Engineer may find to be a fair and reasonable compensation for the part of the Contractor's actual loss, as, in the opinion of the Engineer, was unavoidable, determined in the same manner as provided for right of way delays in Section 8-1.09, "Right of Way Delays," of the Standard Specifications. The Contractor shall be entitled to no other compensation for such delay. The provisions in Section 5-1.116, "Differing Site Conditions," of the Standard Specifications shall not apply to the unavailability of water.

Attention is directed to the various sections of the Standard Specifications and these special provisions which require the use of water for the construction of this project. Attention is directed to Section 7, "Legal Relations and Responsibility," of the Standard Specifications with

regards to the Contractor's responsibilities for public convenience, public safety, preservation of property, indemnification, and insurance.

Nothing in this section "Water Availability and Conservation" shall relieve the Contractor from furnishing an adequate supply of water required for the proper construction of this project in conformance with the provisions in the Standard Specifications or these special provisions or relieve the Contractor from the legal responsibilities defined in Section 7.

**The Contractor shall, whenever possible and not in conflict with the above requirements, minimize the use of water during construction of the project. Watering equipment shall be kept in good working order; water leaks shall be repaired promptly; and washing of equipment, except when necessary for safety or for the protection of equipment, shall be discouraged.**

## **SECTION 5. GENERAL**

### **SECTION 5-1. MISCELLANEOUS**

#### **5-1.01 LABOR NONDISCRIMINATION**

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

#### **NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)**

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

#### **5-1.02 PREVAILING WAGE.**

Attention is directed to Section 7-1.01A(2), "Prevailing Wage," of the Standard Specifications.

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are available at the County of Alameda. These wage rates are not included in the Bid book for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

### **5-1.03 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES.**

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe.

The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

### **5-1.04 INCREASES AND DECREASES IN QUANTITIES**

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.

### **5-1.05 EXTRA 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. For such extra work the Contractor shall receive payment as previously agreed upon in writing, or he shall be paid on force account.

### **5-1.06 REMOVAL OF OBSTRUCTIONS**

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

### **5-1.07 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 shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

### **5-1.08 PLANS**

All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made of any plans or drawings after the same has 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 accuracy of dimensions and details, 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 various contract items of work, and no additional allowance will be made therefore.

### **5-1.09 CONFORMITY OF WITH PLANS AND ALLOWABLE DEVIATIONS**

Finish surfaces in all cases shall conform to 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 the construction will be determined in all cases by the Engineer and authorized in writing.

#### **5-1.10 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. Refer to the State Standard Specifications for order of precedence.

#### **5-1.11 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. 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.

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

#### **5-1.12 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.

#### **5-1.13 CONSTRUCTION STAKING AND 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 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.

#### **5-1.14 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 hour notice in writing when he will require inspection on subgrade, formwork, concrete paving, etc. Inspection will routinely be carried out at pre-scheduled times 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 will be subject to rejection.

The inspection of the work shall not relieve the Contractor of any of his 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." 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 normal working 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." Unless prior written authorization has been received from the Engineer, the Contractor shall not perform any work requiring the presence of the City's Inspector outside of normal inspection 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.

#### **5-1.15 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.

#### **5-1.16 FINAL INSPECTION**

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

#### **5-1.17 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 in completion of 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 or discovered in any part of the contract work within one year after 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 Public Contract Code.

#### **5-1.18 CONTROL OF MATERIAL – SAMPLES AND TESTS**

Testing of materials and work shall conform to the provisions in Section 6-3, "Testing," of the Standard Specifications and these special provisions. 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.

#### **5-1.19 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.

#### **5-1.20 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.

#### **5-1.21 EXTRA AND FORCE ACCOUNT**

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.

#### **5-1.22 PROGRESS PAYMENTS**

Progress payments shall be in accordance with Section 9-1.06 of the Standard Specifications, Partial Payments, and these special provisions. 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 ten percent (10%) 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 deduction 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.

#### **5-1.23 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.

#### **5-1.24 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.

#### **5-1.25 FINAL PAYMENT**

The City Engineer shall, after the completion of the contract, make a final estimate of the amount of work done thereunder, and the value of such work, and the City of Alameda shall pay the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. Final payment shall not be due until the expiration of thirty (30) days after recordation of Notice of Completion pursuant to Section 3184 of the Civil Code of the State of California and only when such notice has been received by City, but in no event later than sixty (60) days provided no liens are filed.

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.

#### **5-1.26 PAYROLL RECORDS**

The provisions of Section 7-1.01A (3), "Payroll Records," of the Standard Specifications are amended with the following:

"(h) The Contractor shall permit the Engineer to interview employees during working hours on the job to verify the above mentioned payroll records."

#### **5-1.27 SCOPE OF PAYMENT**

The provisions of Section 9-1.02, "Scope of Payment," of the Standard Specifications are amended with the following:

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed work and for performing all work contemplated and embraced under the contract whose payment is not clearly embraced in the various contract payment clauses shall be considered as included in the various contract items of work and no additional compensation will be allowed.

#### **5-1.28 BUY AMERICA REQUIREMENTS**

Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coating that protects or enhances the value of steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance, conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications, shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

The requirements imposed by the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporating the materials into the work.

### **5-1.29 SUBCONTRACTORS**

All contractors shall comply with the State Subletting and Subcontracting Fair Practices Act, found in Section 4100 through 4112, Government Code of California. 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.

### **5-1.30 SUBCONTRACTING**

Attention is directed to the provisions in Section 8-1.01, "Subcontracting," and these special provisions.

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Pub Cont Code § 4100 et seq., the City of Alameda may exercise the remedies provided under Pub Cont Code § 4110. The City of Alameda may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site, <http://www.dir.ca.gov/DLSE/Debar.html>.

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

### **5-1.31 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS**

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

### **5-1.32 PROMPT PAYMENT OF FUNDS WITHHELD 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 City. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the City's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise, available to the prime contractor or subcontractor in the event of a dispute involving 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.

### **5-1.33 SUBCONTRACTOR AND DISADVANTAGED BUSINESS ENTERPRISE RECORDS**

The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall also show the name and business address of every DBE subcontractor, DBE vendor of materials and DBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared on "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subcontractors" Form CEM-2402(F) and certified correct by the Contractor or the Contractor's authorized representative, and shall be furnished to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance. The amount of \$10,000 will be withheld from payment until a satisfactory form is submitted.

Prior to the fifteenth of each month, the Contractor shall submit documentation to the Engineer showing the amount paid to DBE trucking companies. The Contractor shall also obtain and submit documentation to the Engineer showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Contractor may count only the fee or commission the DBE receives as a result of the lease arrangement.

The Contractor shall also obtain and submit documentation to the Engineer showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month. This documentation shall be submitted on "Monthly DBE Trucking Verification" Form CEM-2404(F).

### **5-1.34 DBE CERTIFICATION STATUS**

If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Engineer.

Upon completion of the contract, "Disadvantaged Business Enterprises (DBE) Certification Status Change" Form CEM-2403(F) indicating the DBEs' existing certification status shall be signed and certified correct by the Contractor. The certified form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

### **5-1.35 PERFORMANCE OF SUBCONTRACTORS**

The subcontractors listed by the Contractor in conformance with Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications, shall perform the work and supply the materials for which they are listed, unless the Contractor has received prior written authorization to perform the work with other forces or to obtain the materials from other sources.

The Contractor should notify the Engineer in writing of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.

### **5-1.35A PERFORMANCE OF DISADVANTAGED BUSINESS ENTERPRISES**

Use each DBE subcontractor as listed on the Subcontractor List form unless you receive authorization for a substitution.

The Contractor shall:

1. Notify the Engineer of any changes to its anticipated DBE participation.
2. Provide this notification before starting the affected work.
3. Submit a Monthly DBE Trucking Verification form before the 15th of each month.
4. Maintain records including:
  - (a.) the name and business address of each first-tier subcontractor;
  - (b.) the name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier; and
  - (c.) the date of payment and total amount paid to each business.

If you are a prime DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

If a DBE subcontractor is decertified before completing subcontracted work, the subcontractor must notify the Contractor in writing of the decertification date. If a subcontractor becomes a certified DBE before completing subcontracted work, the subcontractor must notify you in writing of the certification date. Such notifications must thereafter be submitted by the Contractor to the City Engineer. . Upon contract work completion, the Contractor shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change form and submit it to the City Engineer within ninety (90) days of contract acceptance.

Upon contract work completion, the Contractor shall complete a Final Report - Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors form and submit it within 90 days of contract acceptance. The Department withholds \$10,000 until the form is submitted. The City releases the withheld sums upon submission of the completed form.

The subcontractors listed by you in Bid book shall list therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

UDBEs must perform work or supply materials as listed in the Caltrans Bidder - UDBE - Commitment form specified under Section 2, "Bidding," of these special provisions. Do not terminate a UDBE listed subcontractor for convenience and perform the work with your own forces or obtain materials from other sources without prior written authorization from the City.

The City grants authorization to use other forces or sources of materials for requests that show any of the following justifications:

1. Listed UDBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed UDBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed UDBE does not have a valid license under Contractors License Law.
4. Listed UDBE fails or refuses to perform the work or furnish the listed materials.
5. Listed UDBE's work is unsatisfactory and not in compliance with the contract.
6. Listed UDBE delays or disrupts the progress of the work.
7. Listed UDBE becomes bankrupt or insolvent.

If a listed UDBE subcontractor is terminated, you must make good faith efforts to find another UDBE subcontractor to substitute for the original UDBE. The substitute UDBE must perform at least the same amount of work as the original UDBE under the contract to the extent needed to meet the UDBE goal.

The substitute UDBE must be certified as a DBE at the time of request for substitution.

**The City does not pay for work or material unless it is performed or supplied by the listed UDBE, unless the UDBE is terminated in accordance with this section.**

### **5-1.36 SUBCONTRACTING PERCENTAGE**

Attention is directed to the provisions in Section 8-1.01, "Subcontracting," and these special provisions.

The provisions in the third paragraph of Section 8-1.01, "Subcontracting," of the Standard Specifications, that the Contractor shall perform with the Contractor's own organization

contract work amounting to not less than 50 percent of the original contract price, is not changed by the Federal Aid requirement specified under "Required Contract Provisions Federal-Aid Construction Contracts" attached to these special provisions that the Contractor perform not less than 30 percent of the original contract work with the Contractor's own organization.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at: <http://www.dir.ca.gov/DLSE/Debar.html>.

## **SECTION 6.**

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## **SECTION 7. LEGAL RELATIONS AND RESPONSIBILITY**

### **7-1.01 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.

### **7-1.02 HOURS OF LABOR**

Eight (8) hours labor shall constitute a legal day's work in the performance of the work herein contemplated. The Contractor shall forfeit, as penalty to the City of Alameda, twenty-five dollars (\$25.00) for each workman employed in the execution of the contract by him, or by any subcontractor under him, upon any of the work herein mentioned, for each calendar day during which said workman is required or permitted to labor more than eight hours in violation of the provisions of the Labor Code, and, in particular, Sections 1810 to 1817 thereof, inclusive.

### **7-1.03 LEGAL HOLIDAYS**

**Contractor shall not work on a City's legal holiday, including the following:**

New Year's Day	Tuesday, January 1, 2014
Martin Luther King, JR.	Monday, January 14, 2014
Presidents Day	Monday, February 18, 2014
Memorial Day	Monday, May 27, 2014
Independence Day	Thursday, July 4, 2014
Labor Day	Monday, September 2 2014
Veteran's Day	Monday, November 11, 2014
Thanksgiving Day	Thursday, November 21, 2014
Day after Thanksgiving Day	Friday, November 22, 2014
Christmas Day	Wednesday, December 25, 2014

The Contractor shall coordinate his work so that City of Alameda Recreation and Parks 'Run for the Parks' will not be adversely affected. In particular, barricades, excavations, material stockpiling, heavy equipment, newly poured concrete, fresh crack sealing, and other items unsuitable for pedestrian traffic, will not be allowed in the vicinity of the event, on Shore Line Drive, Westline Drive and Broadway or within one block in any direction on the side streets.

### **7-1.04 LABOR NONDISCRIMINATION**

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

#### **NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)**

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more. The section states:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

### **7-1.05 SCHEDULE OF PREVAILING WAGES**

In accordance with the provisions of Section 1773 of the Labor Code, the City Council of the City of Alameda has ascertained the general prevailing rate of wages applicable to the work to be done.

Any classification omitted herein shall receive not less than the lowest wage tabulated herein.

Overtime shall be not less than one and one half (1-1/2) times the specified rates.

The Contractor shall forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for such work or craft in which such workman is employed for the work mentioned herein by any subcontractor under the Contractor.

Pursuant to Section 1773, and following, of the California Labor Code, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. The Contractor shall post a copy of such determination at the job site.

Pursuant to the provisions of the Davis-Bacon Act, the Contractor shall pay not less than the wage rates determined by the Secretary of Labor. The Federal wage rates are applicable unless the State wage rates are higher. The Federal Wage Rates that apply are those current within ten (10) days of the bid due date.

Attached as Exhibit A are recent determinations for those crafts associated with this project. The latest general prevailing wage determination, issued by the Division of Labor Statistics and Research for those crafts normally associated with public works construction, is on file and can be reviewed in the Public Works Department, Building 1, 950 W. Mall Square, Room 110, Alameda, CA 94501.

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).

## **7-1.06 CERTIFIED PAYROLL**

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 establishes inspection and penalty provisions. Certified payrolls shall be prepared and submitted weekly to the inspector 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:

1. That the payroll for the 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;
2. That such laborer or mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll periods 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;
3. 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.

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

The forms in Exhibit C shall be completed and submitted before the first payment is made by the City of Alameda by the low bidder.

## **7-1.07 APPRENTICES**

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 thirty thousand dollars (\$30,000) or twenty (20) working days.

Section 1777.5 requires the Contractor or subcontractor employing tradesmen 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. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five except:

1. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of fifteen percent (15%) in the ninety (90) days prior to the request for certificate, or
2. When the number of apprentices in training in the area exceeds a ratio of one to five, or

3. When the trade can show that it is replacing at least one-thirtieth (1/30) of its membership through apprenticeship training on an annual basis statewide or locally, or,
4. When the Contractor provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.
5. When assignment of an apprentice creates a condition jeopardizing his life or the life, safety, or property of fellow employees or the public, or when the specific task is of such nature that training cannot be provided by a journeyman.

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 who is not a signatory to an apprenticeship fund and if the fund's administrator is unable to accept Contractor's required contribution. The Contractor or subcontractor shall pay a like amount to the California Apprenticeship Council.

The Contractor and any subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

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.

#### **7-1.08 REGISTRATION AND LICENSING OF CONTRACTORS AND SUBCONTRACTORS**

In accordance with California Public Contract Code 20103.5 when federal funds are involved in local agency contracts, no bid shall be invalidated by the failure of the bidder to be licensed in California at the time of bid opening. However, at the time of award the selected contractor shall be properly licensed in accordance with the laws of the State and City of Alameda. Contractor shall possess a Type "A" license prior to award of Contract or other license qualifying the bidder to bid as a prime Contractor, prior to award of Contract as approved by Council.

All contractors shall comply with the State Subletting and Subcontracting Fair Practices Act, found in Section 4100 through 4112, Government Code of California. 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 prior to award of the Contract as approved by Council.

## **7-1.09 CITY OF ALAMEDA PERMITS**

The Contractor shall procure all permits and licenses, including City of Alameda business licenses and 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. (Not refundable)
2. **“No Parking/Tow Away” signs** from City Hall, 2263 Santa Clara Avenue, Planning and Building Services, Room 190, Alameda. (Not refundable)
3. **Excavation Permit** from City Hall, 2263 Santa Clara Avenue, Planning and Building Services, Room 190, Alameda. (Refundable)
4. **Concrete Permit** from City Hall, 2263 Santa Clara Avenue, Planning and Building Services, Room 190, Alameda. (Refundable)

## **7-1.10 (NOT USED)**

## **7-1.11 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.

## **7-1.12 RESPONSIBILITY FOR DAMAGES**

The City of Alameda and State of California, 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 workmen or the public, for damage to adjoining property from any cause whatsoever during the progress of the work nor at any time before final acceptance.

### **7-1.13 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 five percent (5%) of the contracted amount.

### **7-1.14 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).

### **7-1.15 RESPONSIBILITY OF CITY**

The City and the State of California 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.

### **7-1.16 NO PERSONAL LIABILITY**

Neither the City Council, City Manager, the City Engineer, nor any other officer or authorized assistant or agent, the State of California, officers or authorized assistant or agent, shall be personally responsible for any liability arising under this contract.

### **7-1.17 PUBLIC CONVENIENCE AND SAFETY**

The Contractor shall so conduct his 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 in accordance with California Manual of Uniform Traffic Control Devices (CA-MUTCD), Caltrans Standards and Specifications, and Section 10 of the special provisions, 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.

**Contractor shall notify residents and businesses of the proposed work and post temporary, approved, “No Parking” signs along the street and by hanging door hangers at each residence bordering the work area.**

#### **7-1.18 NOTICE TO CONTRACTORS**

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.

#### **7-1.19 UTILITIES**

**Where High and Low Risk utilities exist within the project limits but outside areas of planned excavation, “no excavation may be made within 1.2m (4 feet) of these utilities unless and until such utilities have been positively located as to horizontal and vertical position”.**

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.

## **7-1.20 SOUND CONTROL REQUIREMENTS**

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

## **7-1.21 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/Storm Water Pollution Prevention Plan (SWPPP) as part of its Initial Project Submittal Package for the City Engineer's review." This Plan shall include appropriate erosion and sediment control measures to effectively prevent the entry of soil, dirt, debris and other pollutants to stormwater runoff, the storm drain system, the lagoons or the bay/estuary during construction. No work 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 (510-747-7950) 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 15), 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 or shovel 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, Environmental Services Division at 747-7950 for assistance with obtaining these documents.

10. Ensure that concrete/granite 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 (rainy? contract term? execution of the contract?) season. 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 Environmental Services Division 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 any new 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 510-747-7950.

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.

## **7-1.22 RECYCLING OF CONCRETE AND ASPHALT MATERIALS**

The contractor shall dispose of at least eighty percent (80%) of the removed concrete, rock, brick, asphalt or other similar materials to an approved materials recycling location other than a landfill. The eighty percent (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 B). The contractor shall submit a request, along with proof in writing to the City Engineer of the Contractor's inability to comply with this request.

**The asphalt to be recycled in this contract may contain a layer of engineered fabric, and the contractor is advised to include the cost of fabric separation in his total bid, if the recycling facility will not accept asphalt contaminated fabric.**

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 reviewed 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).

**Refer to Section 10-1.03, Water Pollution Control Program, of these Special Provisions for additional requirements.**

#### **7-1.23 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.

#### **7-1.24 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.

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 work day. 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.

#### **7-1.25 SUBMITALS AND REQUESTS FOR INFORMATION (RFI)**

When the Contractor submits an RFI or Submittal, the Engineer in charge of the project will have two weeks to answer the RFI and one month to answer a submittal from the date of receipt.

## **SECTION 8. MATERIALS**

### **SECTION 8-1. MISCELLANEOUS**

#### **8-1.01 PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS**

The Department maintains the following list of Prequalified and Tested Signing and Delineation Materials. The Engineer shall not be precluded from sampling and testing products on the list of Prequalified and Tested Signing and Delineation Materials.

The manufacturer of products on the list of Prequalified and Tested Signing and Delineation Materials shall furnish the Engineer a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for each type of traffic product supplied.

For those categories of materials included on the list of Prequalified and Tested Signing and Delineation Materials, only those products shown within the listing may be used in the work. Other categories of products, not included on the list of Prequalified and Tested Signing and Delineation Materials, may be used in the work provided they conform to the requirements of the Standard Specifications.

Materials and products may be added to the list of Prequalified and Tested Signing and Delineation Materials if the manufacturer submits a New Product Information Form to the New Product Coordinator at the Transportation Laboratory. Upon a Departmental request for samples, sufficient samples shall be submitted to permit performance of required tests. Approval of materials or products will depend upon compliance with the specifications and tests the Department may elect to perform.

## **PAVEMENT MARKERS, PERMANENT TYPE**

### **Retroreflective With Abrasion Resistant Surface (ARS)**

1. Apex, Model 921AR (4" x 4")
2. Ennis Paint, Models C88 (4" x 4"), 911 (4" x 4") and C80FH
3. Ray-O-Lite, Models "AA" ARC II (4" x 4") and ARC Round Shoulder (4" x 4")
4. 3M Series 290 (3.5" x 4")
5. 3M Series 290 PSA
6. Glowlite, Inc. Model 988AR (4" x 4")

### **Retroreflective With Abrasion Resistant Surface (ARS)**

(for recessed applications only)

1. Ennis Paint, Model 948 (2.3" x 4.7")
  2. Ennis Paint, Model 944SB (2" x 4")\*
  3. Ray-O-Lite, Model 2002 (2" x 4.6")
  4. Ray-O-Lite, Model 2004 (2" x 4")\*
- \*For use only in 4.5 inch wide (older) recessed slots

### **Non-Reflective, 4-inch Round**

1. Apex Universal (Ceramic)
2. Apex Universal, Models 929 (ABS) and 929PP (Polypropylene)
3. Glowlite, Inc. (Ceramic) and PP (Polypropylene)
4. Hi-Way Safety, Inc., Models P20-2000W and 2001Y (ABS)
5. Interstate Sales, "Diamond Back" (Polypropylene)
6. Novabrite Models Cdot (White) Cdot-y (Yellow), Ceramic
7. Novabrite Models Pdot-w (White) Pdot-y (Yellow), Polypropylene
8. Three D Traffic Works TD10000 (ABS), TD10500 (Polypropylene)
9. Ray-O-Lite, Ray-O-Dot (Polypropylene)

## **PAVEMENT MARKERS, TEMPORARY TYPE**

### **Temporary Markers For Long Term Day/Night Use (180 days or less)**

1. Vega Molded Products "Temporary Road Marker" (3" x 4")
2. Pexco LLC, Halftrack model 25, 26 and 35

### **Temporary Markers For Short Term Day/Night Use (14 days or less)**

(For seal coat or chip seal applications, clear protective covers are required)

1. Apex Universal, Model 932
2. Pexco LLC, Models T.O.M., T.R.P.M., and "HH" (High Heat)

3. Hi-Way Safety, Inc., Model 1280/1281
4. Glowlite, Inc., Model 932

## **STRIPING AND PAVEMENT MARKING MATERIAL**

### **Permanent Traffic Striping and Pavement Marking Tape**

1. Advanced Traffic Marking, Series 300 and 400
2. Brite-Line, Series 1000
3. Brite-Line, "DeltaLine XRP"
4. Swarco Industries, "Director 35" (For transverse application only)
5. Swarco Industries, "Director 60"
6. 3M, "Stamark" Series 380 and 270 ES
7. 3M, "Stamark" Series 420 (For transverse application only)

### **Temporary (Removable) Striping and Pavement Marking Tape (180 days or less)**

1. Advanced Traffic Marking, Series 200
2. Brite-Line, Series 100
3. Garlock Rubber Technologies, Series 2000
4. P.B. Laminations, Aztec, Grade 102
5. Swarco Industries, "Director-2"
6. Trelleborg Industries, R140 Series
7. 3M Series 620 "CR", and Series 780
8. 3M Series A145, Removable Black Line Mask  
(Black Tape: for use only on Hot mix asphalt surfaces)
9. Advanced Traffic Marking Black "Hide-A-Line"  
(Black Tape: for use only on Hot mix asphalt surfaces)
10. Brite-Line "BTR" Black Removable Tape  
(Black Tape: for use only on Hot mix asphalt surfaces)
11. Trelleborg Industries, RB-140  
(Black Tape: for use only on Hot mix asphalt surfaces)

### **Preformed Thermoplastic (Heated in place)**

1. Flint Trading Inc., "Hot Tape"
2. Flint Trading Inc., "Premark Plus"
3. Ennis Paint Inc., "Flametape"

### **Ceramic Surfacing Laminate, 6" x 6"**

1. Highway Ceramics, Inc.

## **CLASS 1 DELINEATORS**

### **One Piece Driveable Flexible Type, 66-inch**

1. Pexco LLC, "Flexi-Guide Models 400 and 566"
2. Carsonite, Curve-Flex CFRM-400
3. Carsonite, Roadmarker CRM-375
4. FlexStake, Model 654 TM

## 5. GreenLine Model CGD1-66

### **Special Use Type, 66-inch**

1. Pexco LLC, Model FG 560 (with 18-inch U-Channel base)
2. Carsonite, "Survivor" (with 18-inch U-Channel base)
3. Carsonite, Roadmarker CRM-375 (with 18-inch U-Channel base)
4. FlexStake, Model 604
5. GreenLine Model CGD (with 18-inch U-Channel base)
6. Impact Recovery Model D36, with #105 Driveable Base
7. Safe-Hit with 8-inch pavement anchor (SH248-GP1)
8. Safe-Hit with 15-inch soil anchor (SH248-GP2) and with 18-inch soil anchor (SH248-GP3)
9. Safe-Hit RT 360 Post with Soil Mount Anchor (GPS) \
10. Shur-Tite Products, Shur-Flex Drivable \

### **Surface Mount Type, 48-inch**

1. Bent Manufacturing Company, Masterflex Model MFEX 180-48
2. Carsonite, "Channelizer"
3. FlexStake, Models 704, 754 TM, and EB4
4. Impact Recovery Model D48, with #101 Fixed (Surface-Mount) Base
5. Three D Traffic Works "Channelflex" ID No. 522248W
6. Flexible Marker Support, Flexistiff Model C-9484-\
7. Safe-Hit, SH 248 SMR \

## **CHANNELIZERS**

### **Surface Mount Type, 36-inch**

1. Bent Manufacturing Company, Masterflex Models MF-360-36 (Round) MF-180-36 (Flat) and MFEX 180—36
2. Pexco LLC, Flexi-Guide Models FG300PE, FG300UR, and FG300EFX
3. Carsonite, "Super Duck" (Round SDR-336)
4. Carsonite, Model SDCF03601MB "Channelizer"
5. FlexStake, Models 703, 753 TM, and EB3
6. GreenLine, Model SMD-36
7. Hi-way Safety, Inc. "Channel Guide Channelizer" Model CGC36
8. Impact Recovery Model D36, with #101 Fixed (Surface-Mount) Base
9. Safe-Hit, Guide Post, Model SH236SMA and Dura-Post, Model SHL36SMA
10. Three D Traffic Works "Boomerang" 5200 Series
11. Flexible Marker Support, Flexistiff Model C-9484-36
12. Shur-Tite Products, Shur-Flex

### **Lane Separation System**

1. Pexco LLC, "Flexi-Guide (FG) 300 Curb System"
2. Qwick Kurb, "Klemmfix Guide System"
3. Dura-Curb System
4. Tuff Curb

## 5. FG 300 Turnpike Curb

### **CONICAL DELINEATORS, 42-inch**

(For 28-inch Traffic Cones, see Standard Specifications)

1. Bent Manufacturing Company "T-Top"
2. Plastic Safety Systems "Navigator-42"
3. TrafFix Devices "Grabber"
4. Three D Traffic Works "Ringtop" TD7000, ID No. 742143
5. Three D Traffic Works, TD7500
6. Work Area Protection Corp. C-42

### **OBJECT MARKERS**

#### **Type "K", 18-inch**

1. Pexco LLC, Model FG318PE
2. Carsonite, Model SMD 615
3. FlexStake, Model 701 KM
4. Safe-Hit, Model SH718SMA

#### **Type "Q" Object Markers, 24-inch**

1. Bent Manufacturing "Masterflex" Model MF-360-24
2. Pexco LLC, Model FG324PE
3. Carsonite, "Channelizer"
4. FlexStake, Model 701KM
5. Safe-Hit, Models SH824SMA\_WA and SH824GP3\_WA
6. Three D Traffic Works ID No. 531702W and TD 5200
7. Three D Traffic Works ID No. 520896W
8. Safe-Hit, Dura-Post SHLQ-24"

### **CONCRETE BARRIER MARKERS AND TEMPORARY RAILING (TYPE K) REFLECTORS**

#### **Impactable Type**

1. ARTUK, "FB"
2. Pexco LLC, Models PCBM-12 and PCBM-T12, PCBM 912
3. Duraflex Corp., "Flexx 2020" and "Electriflexx"
4. Hi-Way Safety, Inc., Model GMKRM100
5. Plastic Safety Systems "BAM" Models OM-BARR and OM-BWAR
6. Three D Traffic Works "Roadguide" Model TD 9300

#### **Non-Impactable Type**

1. ARTUK, JD Series
2. Plastic Safety Systems "BAM" Models OM-BITARW and OM-BITARA
3. Vega Molded Products, Models GBM and JD
4. Plastic Vacuum Forming, "Cap-It C400"

## **METAL BEAM GUARD RAIL POST MARKERS**

(For use to the left of traffic)

1. Pexco LLC, "Mini" (3" x 10"), I-Flex
2. Creative Building Products, "Dura-Bull, Model 11201"
3. Duraflex Corp., "Railrider"
4. Plastic Vacuum Forming, "Cap-It C300"

## **CONCRETE BARRIER DELINEATORS, 16-inch**

(For use to the right of traffic)

1. Pexco LLC, Model PCBM T-16,
2. Safe-Hit, Model SH216RBM
3. Three D Traffic Works "Roadguide" Model 9400

## **CONCRETE BARRIER-MOUNTED MINI-DRUM (10" x 14" x 22")**

1. Stinson Equipment Company "SaddleMarker"

## **GUARD RAILING DELINEATOR**

(Place top of reflective element at 48 inches above plane of roadway)

### **Wood Post Type, 27-inch**

1. Pexco LLC, FG 427 and FG 527
2. Carsonite, Model 427
3. FlexStake, Model 102 GR
4. GreenLine GRD 27
5. Safe-Hit, Model SH227GRD
6. Three D Traffic Works "Guardflex" TD9100
7. New Directions Mfg., NDM27
8. Shur-Tite Products, Shur-Tite Flat Mount

### **Barrier, Guardrail Visibility Enhancement**

1. UltraGuard Safety System, Potters Industries, Inc.

### **Steel Post Type**

1. Carsonite, Model CFGR-327

## **RETROREFLECTIVE SHEETING**

### **Channelizers, Barrier Markers, and Delineators**

1. Avery Dennison T-6500 Series (For rigid substrate devices only)
2. Avery Dennison WR-7100 Series
3. Nippon Carbide Industries, Flexible Ultralite Grade (ULG) II
4. Reflexite, PC-1000 Metalized Polycarbonate
5. Reflexite, AC-1000 Acrylic
6. Reflexite, AP-1000 Metalized Polyester
7. Reflexite, Conformalight, AR-1000 Abrasion Resistant Coating
8. 3M, High Intensity

**Traffic Cones, 4-inch and 6-inch Sleeves**

1. Nippon Carbide Industries, Flexible Ultralite Grade (ULG) II
2. Reflexite, Vinyl, "TR" (Semi-transparent) or "Conformalight"
3. 3M Series 3840
4. Avery Dennison S-9000C

**Drums**

1. Avery Dennison WR-6100
2. Nippon Carbide Industries, Flexible Ultralite Grade (ULG) II
3. Reflexite, "Conformalight", "Super High Intensity" or "High Impact Drum Sheeting"
4. 3M Series 3810

**Barricades: Type I, Medium-Intensity (Typically Enclosed Lens, Glass-Bead Element)**

1. Nippon Carbide Industries, CN8117
2. Avery Dennison, W 1100 series
3. 3M Series CW 44

**Barricades: Type II, Medium-High-Intensity (Typically Enclosed Lens, Glass-Bead Element)**

1. Avery Dennison, W-2100 Series

**Vertical Clearance Signs: Structure Mounted**

1. 3M Model 4061, Diamond Grade DG3, Fluorescent Yellow

**Signs: Type II, Medium-High-Intensity (Typically Enclosed Lens, Glass-Bead Element)**

1. Avery Dennison, T-2500 Series
2. Nippon Carbide Industries, Nikkalite 18000

**Signs: Type III, High-Intensity (Typically Encapsulated Glass-Bead Element)**

1. Avery Dennison, T-5500A and T-6500 Series
2. Nippon Carbide Industries, Nikkalite Brand Ultralite Grade II
3. 3M 3870 and 3930 Series

**Signs: Type IV, High-Intensity (Typically Unmetallized Microprismatic Element)**

1. Avery Dennison, T-6500 Series
2. Nippon Carbide Industries, Crystal Grade, 94000 Series
3. Nippon Carbide Industries, Model No. 94847 Fluorescent Orange
4. 3M Series 3930 and Series 3924S

**Signs: Type VI, Elastomeric (Roll-Up) High-Intensity, without Adhesive**

1. Avery Dennison, WU-6014
2. Novabrite LLC, "Econobrite"

3. Reflexite "Vinyl"
4. Reflexite "SuperBright"
5. Reflexite "Marathon"
6. 3M Series RS20

**Signs: Type VII, Super-High-Intensity (Typically Unmetallized Microprismatic Element)**

1. 3M Series 3924S, Fluorescent Orange
2. 3M LDP Series 3970

**Signs: Type VIII, Super-High-Intensity (Typically Unmetallized Microprismatic Element)**

1. Avery Dennison, T-7500 Series
2. Avery Dennison, T-7511 Fluorescent Yellow
3. Avery Dennison, T-7513 Fluorescent Yellow Green
4. Avery Dennison, W-7514 Fluorescent Orange
5. Nippon Carbide Industries, Nikkalite Crystal Grade Series 92800
6. Nippon Carbide Industries, Nikkalite Crystal Grade Model 92847 Fluorescent Orange

**Signs: Type IX, Very-High-Intensity (Typically Unmetallized Microprismatic Element)**

1. 3M VIP Series 3981 Diamond Grade Fluorescent Yellow
2. 3M VIP Series 3983 Diamond Grade Fluorescent Yellow/Green
3. 3M VIP Series 3990 Diamond Grade
4. Avery Dennison T-9500 Series
5. Avery Dennison, T9513, Fluorescent Yellow Green
6. Avery Dennison, W9514, Fluorescent Orange
7. Avery Dennison, T-9511 Fluorescent Yellow

**Signs: Type XI, Very High Intensity (Typically Unmetallized Microprismatic Element)**

1. 3M Diamond Grade, DG3, Series 4000
2. 3M Diamond Grade, DG3, Series 4081, Fluorescent Yellow
3. 3M Diamond Grade, DG3, Series 4083, Fluorescent Yellow/Green
4. 3M Diamond Grade, DG3, Series 4084, Fluorescent Orange

**SPECIALTY SIGNS**

1. Reflexite "Endurance" Work Zone Sign (with Semi-Rigid Plastic Substrate)

**ALTERNATIVE SIGN SUBSTRATES**

**Fiberglass Reinforced Plastic (FRP) and Expanded Foam PVC**

1. Fiber-Brite (FRP)
2. Sequentia, "Polyplate" (FRP)
3. Inteplast Group "InteCel" (0.5 inch for Post-Mounted CZ Signs, 48-inch or less)(PVC)

**Aluminum Composite, Temporary Construction Signs and Permanent Signs up to 4 foot, 7 Inches**

1. Alcan Composites "Dibond Material, 80 mils"
2. Mitsubishi Chemical America, Alpolic 350
3. Bone Safety Signs, Bone Light ACM (temporary construction signs only)

**SECTION 9.**

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**SECTION 10. CONSTRUCTION DETAILS**

**10.1 CONSTRUCTION DETAILS**

Note: Where no pay item is listed in the bid schedule, the cost for the work described in these construction details 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.

**10-1.01 PUBLIC CONVENIENCE AND PUBLIC SAFETY**

The Contractor shall maintain at least one lane of traffic in each direction at all times during construction. 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 and times provided. All lane closures shall be subject to the prior approval of the City Engineer.

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 used for the temporary traffic control 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 Chapter 6 of the 2012 California MUTCD.

Flagmen, 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.

**Contractor shall be responsible for posting “No Parking-Tow Away” signs 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.

Within five (5) business days of the date the work is to commence pursuant to the NTP the Contractor shall submit a Traffic Control Plan to the Engineer. The Traffic Control Plan shall be signed by a California-licensed traffic engineer. 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 include the Pedestrian Safety Plan. 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. The 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.

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 provision of 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 provision in Section 7-1.09, “Public Safety”, of the Standard Specifications.

## **10-1.02 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.

Attention is directed to "Miscellaneous Concrete Construction" of these special provisions regarding constructing a 2'x2' test panel prior to constructing curb ramps with integral detectable warning surfaces.

Attention is directed to "Storm Water Pollution Prevention Plan" of these special provisions regarding the submittal and approval of the construction documents prior to performing work having potential to cause water pollution.

Attention is directed to "Maintaining Traffic" and "Temporary Pavement Delineation" of these special provisions.

Contractor shall place approved "No Parking - Tow Away" signs at least 72 hours prior to closure of parking lane. Cars parked on streets with less than 72 hours approved posting cannot be towed.

Before obliterating any pavement delineation (traffic stripes, pavement markings, and pavement markers) that is to be replaced on the same alignment and location, as determined by the Engineer, the pavement delineation shall be referenced by the Contractor, with a sufficient number of control points to reestablish the alignment and location of the new pavement delineation. The references shall include the limits or changes in striping pattern, including one- and 2-way barrier lines, limit lines, crosswalks and other pavement markings. Full compensation for referencing existing pavement delineation shall be considered as included in the contract prices paid for new pavement delineation and no additional compensation will be allowed therefor.

Prior to applying Temporary Pavement Striping, the Contractor shall cover all manholes, valve and monument covers, grates, or other exposed facilities located within the area of application, using a plastic or oil resistant construction paper secured to the facility being covered by tape or adhesive. The covered facilities shall be referenced by the Contractor, with a sufficient number of control points to relocate the facilities after the Temporary Pavement Striping has been placed. After completion of the Temporary Pavement Striping operation, all covers shall be removed and disposed of in a manner satisfactory to the Engineer. Full compensation for covering manholes, valve and monument covers, grates, or other exposed facilities, referencing, and removing temporary cover shall be considered as included in the bid items most closely associated, and no additional compensation will be allowed therefor.

Application of Erosion Control may require several move-in/move-outs of erosion control equipment and attention is directed to "Move-in/Move-Out (Erosion Control) specification.

At least three (3) working days prior to the placement of any new traffic striping and pavement markings, the Contractor shall layout cat-tracks for the traffic striping and pavement marking and contact the City inspector for inspection and approval of the cat-tracking. The City shall review, modify as necessary, and approve the cat-tracking prior to the Contractor proceeding with the striping/markings. The Contractor may not proceed with the striping/markings work until the cat-tracks have been approved by the Engineer or approved designee. The Contractor shall post temporary "No Parking" signs in accordance with the provisions of the Section 10- 1.01, "PUBLIC CONVENIENCE AND PUBLIC SAFETY" of these Specifications.

City will markout intersection striping end limits for final striping layout. Contractor to coordinate with City at least ten days to allow City to mark limits.

Any work done without proper inspection and approval will be subject to rejection. In the case of rejection, the Contractor shall remove the rejected work, and the striping/markings work shall be reinstalled in accordance with these requirements and based on the direction of the Engineer. The City will not compensate the Contractor for any work associated with replacing striping/markings to the satisfaction of the Engineer, including but not limited to: the full removal of the rejected traffic striping and pavement marking work; the installation of new striping/markings, including blacking out any of the removed and rejected striping/markings; and the re-posting of temporary "No Parking" signs in accordance with the provisions of the Section 10- 1.01, "PUBLIC CONVENIENCE AND PUBLIC SAFETY" of these Specifications.

### **10-1.03 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 "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 30 days for the Engineer's review of the proposed substitution.

#### **10-1.04 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 at the Contractor's expense.

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.

#### **10-1.05 TREE ROOTS**

Where tree roots conflict with the grade for the placement or replacement of concrete work or hot mix asphalt (HMA), 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 or HMA, to prepare the site for the remainder of 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.

## **10-1.06 UTILITY RELOCATIONS**

The known existing utilities and pipelines except building connections (laterals) are not shown on the Drawings except as noted on plan. 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 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 hour 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 project route. 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 project 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.

#### **10-1.07 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 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.

#### **10-1.08 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.

Payment for Water pollution control practices shall be included in the various contract bid items and no additional compensation shall be allowed.

#### **10-1.09 TRAFFIC CONTROL (BID ITEM #1)**

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 2010 edition of the State 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, HOWEVER, Shoreline Drive and Broadway between Park Street and Bay View Drive may be closed in its entirety between 9:00am and 3:00pm for removal of existing and placement of new traffic striping (including Cat-tracking). Contactor shall inform (doorknob hangers or leaflets) residences and businesses three days in advance of any full street closures.-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.

Flagmen, 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.

The provision of 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 provision in Section 7-1.09, "Public Safety", of the Standard Specifications.

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.”

Inspection hours for construction shall be from 8 AM through 4 PM, Monday through Friday, excluding City Holidays, and shall constitute “normal inspection hours.” Unless prior written authorization has been received from the Engineer, the Contractor shall not perform any work outside of the normal inspection 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 normal inspection hours

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.

#### **10-1.10 REMOVAL OF EXISTING THERMOPLASTIC TRAFFIC STRIPES, MARKINGS, MARKERS, PAINTED CURB, PARKING T’S AND INSTALLATION OF TEMPORARY PAVEMENT DELINEATION (BID ITEM #2)**

A. DESCRIPTION.

Contractor shall remove existing striping, crosswalk, stop bars, markings, markers, painted curbs as notes on plan. Removal shall be by grinding. No after surface treatment will be necessary.

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).

Temporary pavement delineation shall be furnished, placed, maintained, and removed in conformance with the provisions in Section 12-3.01, "General," of the Standard Specifications and these special provisions. Nothing in these special provisions shall be construed as reducing the minimum standards specified in the California MUTCD or as relieving the Contractor from the responsibilities specified in Section 7-1.09, "Public Safety," of the Standard Specifications.

## **General**

When the work causes obliteration of pavement delineation, temporary or permanent pavement delineation shall be in place before opening the traveled way to public traffic. Laneline or centerline pavement delineation shall be provided for traveled ways open to public traffic.

The Contractor shall perform the work necessary to establish the alignment of temporary pavement delineation, including required lines or markers. Surfaces to receive application of temporary pavement delineation shall be dry and free of dirt and loose material. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation. Temporary pavement delineation shall be maintained until superseded or replaced with a new pattern of temporary pavement delineation or permanent pavement delineation, or as determined by the Engineer.

Temporary pavement markers, including underlying adhesive, and removable traffic tape that are applied to the final layer of surfacing or existing pavement to remain in place or that conflicts with a subsequent or new traffic pattern for the area shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

## **Temporary Laneline and Centerline Delineation, Stop Bars and Crosswalks**

Temporary pavement delineation is not shown on the plans. When lanelines or centerlines are obliterated the minimum laneline and centerline delineation to be provided for that area shall be temporary pavement markers placed at longitudinal intervals of not more than 24 feet. The temporary pavement markers shall be the same color as the laneline or centerline the pavement markers replace. Temporary pavement markers shall be, at the option of the Contractor, one of the temporary pavement markers listed for short term day/night use (14 days or less) or long term day/night use (6 months or less) in "Prequalified and Tested Signing and Delineation Materials" of these special provisions. The temporary pavement markers shall be placed in conformance with the manufacturer's instructions. Temporary pavement markers for long term day/night use (6 months or less) shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used to place the temporary pavement markers in areas where removal of the temporary pavement markers will be required.

Temporary laneline or centerline delineation consisting entirely of temporary pavement markers listed for short term day/night use (14 days or less), shall be placed on longitudinal intervals of not more than 24 feet and shall be used for a maximum of 14 days on lanes opened to public traffic. Before the end of the 14 days the permanent pavement delineation shall be placed. If the permanent pavement delineation is not placed within the 14 days, the Contractor shall replace the temporary pavement markers and provide additional temporary pavement delineation and shall bear the cost thereof.

For stop bars and crosswalks temporary delineation shall consist of reflective line tape not less than eight inches (8") wide (two - four inches {2-x4"} butted is acceptable), applied for the entire length of the stop bar or crosswalk or as required by the Engineer.

The additional temporary pavement delineation to be provided shall be equivalent to the pattern specified for the permanent pavement delineation for the area, as determined by the Engineer.

### **Temporary Pavement Markers**

Temporary pavement markers shall be applied complete in place before opening the traveled way to public traffic.

Temporary pavement markers shall be, at the option of the Contractor, one of the temporary pavement markers for long term day/night use (6 months or less) listed in "Prequalified and Tested Signing and Delineation Materials" of these special provisions.

Temporary pavement markers shall be placed in conformance with the manufacturer's instructions and shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used in areas where removal of the pavement markers will be required.

Retroreflective pavement markers conforming to the provisions in "Pavement Markers" of these special provisions Section 85, "Pavement Markers," of the Standard Specifications may be used in place of temporary pavement markers for long term day/night use (6 months or less) except

### **10-1.11 REMOVE TRAFFIC SIGN BLADE (BID ITEM #4) AND REMOVE TRAFFIC SIGN POLE (BID ITEM #3)**

#### **A. DESCRIPTION**

Existing traffic signs shown on plan to be removed shall be removed and salvaged. Salvaged sign blades shall be delivered to the City's Maintenance Yard at 1616 Fortmann Way.

Traffic sign poles shown on plan to be removed shall be removed and disposed of. Poles to be removed located in concrete sidewalk areas shall be cut flush with the adjacent surface,

burrs ground down and openings plugged with concrete flush with adjacent concrete surface. In landscape (non- concrete, paved or other hardscape surface) areas, poles shall be cut minimum twelve inches (12") below adjacent surface grade, pipe top capped (or plugged with grout) to the approval of the engineer and backfilled with import borrow or select on-site to adjacent grade. In lawn areas carefully remove lawn and re-use in-kind.

B. MEASUREMENT. The quantity for traffic sign blade removal and pole removal will be measured on a lump sum basis.

C. PAYMENT. Full compensation for REMOVE TRAFFIC SIGN BLADE (Bid Item #4) and REMOVE TRAFFIC SIGN POLE (Bid Item #3) shall be at the contract lump sum price and shall include full compensation for removing sign blades and poles. Such payment shall include full compensation for furnishing all labor, tools, equipment and materials, and doing all the work necessary for removal including excavation, backfill, delivering to City's maintenance yard, disposal outside the City limits of excess materials.

#### **10-1.12. TRAFFIC STRIPING, PAVEMENT MARKINGS, PAVEMENT MARKERS, and PAINTED CURBS (BID ITEMS #6-33)**

##### **A. DESCRIPTION**

All traffic striping and markings shall be thermoplastic unless otherwise indicated on plan. All top and face of curbs shall be paint, not thermoplastic.

##### **THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)**

Sprayable thermoplastic traffic stripes (traffic lines) shall be applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provisions.

Sprayable thermoplastic material shall be free of lead and chromium, and shall conform to the requirements in State Specification No. PTH-02SPRAY.

Retroreflectivity of the sprayable traffic stripes shall conform to the requirements in ASTM Designation: D 6359-99. White sprayable thermoplastic traffic stripes shall have a minimum initial retroreflectivity of  $250 \text{ mcd m}^{-2}\text{lx}^{-1}$ . Yellow sprayable thermoplastic traffic stripes shall have a minimum initial retroreflectivity of  $150 \text{ mcd m}^{-2}\text{lx}^{-1}$ .

At the option of the Contractor, permanent traffic striping and pavement marking tape conforming to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions may be placed instead of the sprayable thermoplastic traffic stripes. Permanent tape, if used, shall be installed in conformance with the manufacturer's specifications.

Where striping joins existing striping, as shown on the plans, the Contractor shall begin and end the transition from the existing striping pattern into or from the new striping pattern a sufficient distance to ensure continuity of the striping pattern.

Sprayable thermoplastic material shall be applied to the pavement at a temperature between 351°F and 401°F, unless a different temperature is recommended by the manufacturer.

Sprayable thermoplastic traffic stripes shall be free of runs, bubbles, craters, drag marks, stretch marks, and debris.

If permanent tape is placed instead of sprayable thermoplastic traffic stripes, the tape will be measured and paid for by the linear foot as thermoplastic traffic stripe (sprayable).

Sprayable thermoplastic traffic stripes will be measured by the linear foot along the line of the traffic stripes, without deductions for gaps in broken traffic stripes.

#### THERMOPLASTIC TRAFFIC MARKINGS INCLUDING TRAFFIC T'S

Thermoplastic pavement markings including traffic T's shall be applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provisions. **PARKING T's WILL BE PAINTED AS A 'T' (OLD CITY STANDARD) AND NOT AN ELONGATED '+' (LATEST CITY STANDARD).**

Thermoplastic material shall be free of lead and chromium, and shall conform to the requirements in State Specification PTH-02ALKYD.

Retroreflectivity of the thermoplastic and pavement markings shall conform to the requirements in ASTM Designation: D 6359-99. White thermoplastic pavement markings shall have a minimum initial retroreflectivity of 250 mcd m<sup>-2</sup>lx<sup>-1</sup>.

When thermoplastic marking is applied within a crosswalk or a bike lane, the following composition shall be used with a maximum thickness of 0.12 inches (3.0 mm):

Binder	20% (18% min)
Glass Beads	20% (15% min)
Pigment	10% (7% min)
Filler	35% (37% max)
Cullet	15 % (10% min)

## PAVEMENT MARKERS

Pavement markers shall be placed in conformance with the provisions in Section 85, "Pavement Markers," of the Standard Specifications and these special provisions.

## PAINTED CURB

Curbs shown on plan to be painted shall be painted on top and along the front of the curb and color shown on plan and 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 color shall conform with ASTM D6628. Do not thin paint. One coat.

## GENERAL

Prior to the placement of any traffic striping or markings, the Contractor shall layout cat-tracks for the pavement striping or marking work three (3) working days prior to the anticipated time of performing the striping or marking work and contact the City inspector for inspection and approval of the cat-tracking. The City shall review, modify as necessary, and approve the cat-tracking prior to the Contractor proceeding with the striping or marking. The Contractor may not proceed with the striping or marking work until the cat-tracks have been approved by the Engineer. The Contractor shall post temporary "No Parking" signs and provide other traffic control measures as per approved the traffic control plan and Sections 7-1.17 and 10-1.01, "PUBLIC CONVENIENCE AND SAFETY" of these Specifications.

Any work done without proper inspection and approval will be subject to rejection. In the case of rejection, the Contractor shall remove the rejected work, and the striping or marking work shall be reinstalled in accordance with these requirements and based on the direction of the Engineer. The City will not compensate the Contractor for any work associated with replacing traffic striping or marking to the satisfaction of the Engineer, including but not limited to: the full removal of the rejected traffic striping or marking work; the installation of new striping or marking, including blacking out any of the removed and rejected striping or marking; and the re-posting of temporary "No Parking" signs in accordance with the provisions of the Sections 7-1.17 and 10-1.01, "PUBLIC CONVENIENCE AND SAFETY" of these Specifications. All of these costs shall be borne by the Contractor.

Thermoplastic pavement markings shall be free of runs, bubbles, craters, drag marks, stretch marks, and debris.

All additional work necessary to establish satisfactory layout work required for pavement markings shall be performed by the Contractor at his expense, including correction to 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.

Pavement striping and markings shall be applied only on dry surfaces and only during periods of favorable weather. Thermoplastic materials shall not be performed when the atmospheric temperature is below 50°F; when freshly thermoplastic surfaces may become damaged by rain, fog, or condensation; nor when it can be anticipated that the atmospheric temperature will drop below 50°F during the drying period.

Glass beads shall be applied to thermoplastic stripes and markings in accordance with the Standard Specifications.

B. **MEASUREMENT.** The quantity for **pavement traffic stripe, pavement markings, pavement parking T's, and painted curbs shall be as follows:**

**Pavement Striping:**

Pavement striping will be measured by the linear foot along the line of the traffic stripe per the designation shown on plan and the Standard Plan detail without deductions for gaps in broken traffic stripes. Example – a) A double traffic stripe (Detail 28), consisting of two 4-inch wide yellow stripes, will be measured as one traffic stripe. (Note - a black stripe between the yellow stripes is not required). b) Detail 32, consisting of two traffic stripes, two broken lines and markers, will be measured as one traffic stripe including markers.

Striping around catch basins (Bid Item #20) will be measured as each and shall include crosshatching.

Striped 3' wide buffer with crosshatching, Legend 2 on plans, shall be measured by the linear foot of 4" solid white striping (Bid Item #6) and 4" solid white at 45-degrees @ 4.25 O.C. (Bid Item #7).

White (4") crosshatching at the right-turn lane median at the northwest corner of the Otis Drive/Westline Drive intersection and adjacent to the concrete median at Broadway and Shoreline Drive shall be measured as linear foot (Bid Item #22).

Yellow (4") crosshatching at Westline Drive south of Otis left-turn painted median and at Shoreline Drive, east of Park Street shall be measured as linear foot (Bid Item #23).

**Markers**

Detail 40A non-reflective pavement markers (Bid Item #23) will be measured per each pavement marker.

**Pavement Markings** will be measured per each marking: a word counting as one word, an arrow counting as one arrow, a symbol (figure) counting as one symbol, etc.

**Painted curb** will be measured by linear foot of painted curb (top and face of curb will be measured as one, not as separate measurable lengths).

C. PAYMENT. Payment for installation of traffic striping, pavement markings, pavement markers shall be at the various contract price per unit of measure designated on the various bid items and as designated under B. MEASUREMENT, 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 markings, and pavement markers.

#### **10-1.13 PAVEMENT MARKERS (FDP BLUE REFLECTIVE) (BID ITEM #68)**

A. DESCRIPTION

Pavement markers shall be placed in conformance with the provisions in Section 85, "Pavement Markers," of the Standard Specifications and these special provisions.

The Contractor shall furnish the Engineer certificates of compliance for the pavement markers in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications.

Retroreflective pavement markers shall be marked as abrasion resistant on the body of the markers.

Pavement markers shall be installed in accordance with Traffic Manual or as directed by the Engineer. Locations for replacement of Fire Department pavement (FDP) markers for fire hydrant designation will be established in the field by the Engineer. Existing pavement markers shall not be reused.

B. MEASUREMENT. The quantity for pavement markers shall be per each pavement marker.

C. PAYMENT. Payment for installation of Pavement Markers (FPD Blue Reflective) shall be at the contract unit price per pavement marker and shall include full compensation for furnishing all labor, materials, tools, and equipment and doing all work involved in installing pavement markers.

#### **10-1.14 GREEN THERMOPLASTIC PAVEMENT MARKING (BID ITEM #34)**

A. DESCRIPTION

Light Green colored non-skid thermoplastic pavement marking (Legend 17 on plan) shall be PreMark ViziGrip, or equal.

Existing pavement surface shall be prepared and thermoplastic shall be installed per the manufacturers' specifications.

At non-intersections the width has not been shown on plan, only the length. The width shall be eight feet (8'). At some intersections the green pavement extends wider than the 8' width. At these locations both length and additional width has been shown on plan.

B. MEASUREMENT. The quantity for green thermoplastic pavement marking shall be by the square foot.

C. PAYMENT. Payment for green thermoplastic pavement marking shall be at the contract unit price per square foot of green thermoplastic pavement marking installed and shall include full compensation for furnishing all labor, materials, tools, equipment, mobilization, protection of work, and incidentals, and shall include but not be limited to, doing all work involved in blue Fire Department pavement markers.

#### **10-1.15 TRAFFIC SIGN POSTS (CONCRETE FOUNDATION) (BID ITEM #35) AND TRAFFIC SIGN POST (SURFACE MOUNTED) (BID ITEM #36)**

A. DESCRIPTION

Traffic sign posts shall be 1-3/4" x 1-3/4" with 2"x2" sleeve square tubing manufactured by Unistrut Telespar System. Post shall be as shown in Exhibit 'T': Foundation Detail For Square Tubing Traffic Sign Poles.

Concrete foundation shall be as shown in Exhibit 'T', for use in landscape or non-concrete locations. Surface mounted bases shall be used for traffic sign posts located in concrete areas (i.e. traffic islands, medians, sidewalk) and shall be similar or equal to EBERL FMCB200, hot dipped galvanized, with four mounting holes for securing to concrete, and the 2"x2" unistrut square post sleeve shall be of height of 12 vertical holes. Provide shop drawing or manufacturers specifications for unistrut poles and surface mounted base, including mounting hardware for approval.

Prior to installation contractor shall mark and verify location with City construction inspector.

Material - Steel posts shall conform to the standard specifications for hot rolled carbon sheet steel, structural quality ASTM A1011 Grade 50, 12-gauge.

Shape - The cross section of the post shall be square carefully rolled to size and shall be welded directly in the corner by high frequency resistance welding and externally scarified to agree with corner radii.

Finish – Sign posts and sleeves shall be manufactured from hot-dipped galvanized steel conforming to ASTM A653, G90, Structural Quality, Grade 50, Class 1. The corner weld is zinc coated after scarifying operation. The steel is also coated with a chromate conversion coating and a clear organic polymer topcoat. Both the interior and exterior of the post shall be galvanized.

Cross Section – outside dimension as shown on Exhibit ‘T’.

Holes – Holes shall be 7/16”+/- 1/64” in diameter on one (1) inch centers all four sides down the entire length of the post. On square tubing, holes shall be on centerline on each side in true alignment and opposite each other directly and diagonally.

Installation – When installing foundation anchoring steel tubing wrap duct tape around all hole openings to prevent concrete from entering holes. Should contractor install post foundations after medians and islands are constructed and not part of the median/island pour slope the cored concrete top of the foundation to shed water away from the tubing. All poles shall be plumb in and in vertical alignment.

B. MEASUREMENT. The quantity for traffic sign post shall be per each traffic sign post, concrete foundation or surface mounted, installed.

C. PAYMENT. Payment for installation of Traffic Sign Post shall be at the contract unit price per traffic sign Post Concrete Foundation) (Bid Item #35) And Traffic Sign Post (Surface Mounted) (Bid Item #36) and shall include full compensation for furnishing all labor, materials, tools, and equipment and doing all work involved in the traffic sign post.

#### **10-1.16 TRAFFIC SIGNS (Bid Items #37-66)**

A. DESCRIPTION

Traffic signs shall be fabricated and furnished in accordance with details shown on the plans, the Traffic Sign Specifications, and these special provisions.

Traffic Sign Specifications for California sign codes are available for review at:

<http://www.dot.ca.gov/hq/traffops/signtech/signdel/specs.htm>

Traffic Sign Specifications for signs referenced with Federal MUTCD sign codes can be found in Standard Highway Signs Book, administered by the Federal Highway Administration, which is available for review at:

[http://mutcd.fhwa.dot.gov/ser-shs\\_millennium.htm](http://mutcd.fhwa.dot.gov/ser-shs_millennium.htm)

Information on cross-referencing California sign codes with the Federal MUTCD sign codes is available at:

<http://www.dot.ca.gov/hq/traffops/signtech/signdel/specs.htm>

Signs shall be free from blemishes that may affect the serviceability and detract from the general sign color and appearance when viewing during daytime and nighttime from a distance

of 25 feet. The face of each finished sign shall be uniform, flat, smooth, and free of defects, scratches, wrinkles, gel, hard spots, streaks, extrusion marks, and air bubbles. The front, back, and edges of the sign panels shall be free of router chatter marks, burns, sharp edges, loose rivets, delaminated skins, excessive adhesive over spray and aluminum marks.

For custom signs contractor shall provide shop drawings for approval by the Engineer prior to manufacturing,

Signs shall be installed on existing street barricades, street lights or electrolier poles or on the new unistrut poles as designated on plan. Signs shall be mounted to the unistrut poles in conformance with the Standard Plans and to the requirements of the Unistrut Telespar Sign Support System or equal. Signs shall be mounted on the existing street wood barricade or street lights and electrolier poles using fasteners (supply shop drawing) that are acceptable to the City. Prior to installation of signs contractor shall mark and verify location with City construction inspector.

Where designated on the plans, City shall supply signs for contractor to install. Contractor to coordinate installation with City's construction inspector.

Existing signs shall be reused where indicated on plan. City will provide and attach the 'NO PARKING' adhesive stickers to be placed over the 'NO STOPPING' portion of the message. Contractor shall coordinate with construction inspector and pick up signs at the City's maintenance yard.

B. MEASUREMENT. The quantity for traffic sign shall be per each sign.

C. PAYMENT. Payment for installation of Traffic Sign shall be at the contract unit price per traffic sign and shall include full compensation for furnishing all labor, materials, tools, and equipment and doing all work involved in the installation of the traffic signs.

#### **10-1.17 SURFACE MOUNTED DELINEATIONS (BID ITEM #67)**

A. DESCRIPTION

Delineators shall be 36" white delineators installed at the location and spacing shown on plan. Delineators in the 3' buffer strip shall be placed not in the center of the buffer but 6" within and from the vehicular travel edge line of the buffer to allow for a minimum of 10' wide clearance to curb for street sweeping purposes.. Color shall be white and shall be conform to Section 12-3.07 of the Standard Specifications and Drawing A73C (Channelizers) of the Standard Plans.

B. MEASUREMENT. The quantity for surface mounted delineators shall be per each sign.

C. PAYMENT. Payment for installation of Surface Mounted Delineators shall be at the contract unit price per traffic sign and shall include full compensation for furnishing all labor,

materials, tools, and equipment and doing all work involved in the installation of the traffic signs.

#### **10-1.18 ASPHALT PAVEMENT POINT REPAIR (BID ITEM #68)**

##### **A. DESCRIPTION**

Existing street pavement uplifted by tree roots along Westline Drive shall be repaired. Locations and areas have been shown on plan and will be marked in the field by the Engineer.

Contractor shall sawcut and remove pavement and subgrade to a minimum of ten inches (10") below pavement surface. Where tree roots are exposed, 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. All cut roots shall be properly painted with an approved root-sealing compound, subgrade compacted and excavation backfilled and compacted with full depth asphalt concrete in conformance with 10-1.05 of these special provisions.

Asphalt concrete surfacing shall be Type A (1/2" minimum aggregate) 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. A tack coat of SS-1 emulsified asphalt shall be applied to the existing ground surface, asphalt and concrete areas prior to replacement of asphalt concrete.

**B. MEASUREMENT.** The quantity for asphalt pavement point repair shall be measured as square feet.

**C. PAYMENT.** Payment for asphalt concrete point repair shall be at the contract unit price per square foot of asphalt pavement point repair and shall include full compensation for furnishing all labor, materials, tools, and equipment and doing all work involved in the making the repairs including offhaul and disposal. The cost of the Contractor cutting the tree roots involved shall be included in the cost of the work.

#### **10-1.19 2'x6', 2'x10', and 2'x30' PCC TRAFFIC ISLAND (BID ITEMS #69, #70, AND #72), 2'x30' MOUNTABLE CURB (BID ITEMS #71), 8" THICK DEPRESSED MEDIAN OPENING (BID ITEM #73)**

##### **A. DESCRIPTION**

Existing asphalt concrete pavement shall be sawcut and removed, including subgrade to depth and width necessary for construction of the various traffic islands and mountable curb.

2'x6', 2'x10' and 2'x30' traffic islands (Section A-A, Sheet DC-6) and mountable curb (Section B-B) and depressed median opening (Westline Drive and Shoreline Drive) shall be constructed to the details and locations shown on plan and shall be Portland Cement Concrete Class "A" and shall conform to the provisions in Section 73 "Concrete Curbs and Sidewalks" and Section 90 "Portland Cement Concrete" of the Standard Specifications as currently amended and Section 10-1.07, Portland Cement concrete of these specifications. Note that Section 90 was completely replaced by the 11-30-10 Standard Amendments.

Aggregate base (AB) shall be placed under new traffic island, mountable curb, and depressed median opening (AB not shown on plan) and shall be six-inches (6") in thickness. Aggregate base shall be Class 2 conforming to Section 26, Articles 26-1.01, 26-1.02, 26-1.02B, 26-1.03, 26-1.04, 26-1.05, 26-1.06, and 26-1.07 of the Standard Specifications. Maximum size aggregate shall be three-fourths inches (3/4").

Existing pavement and subgrade areas removed by the Contractor for construction forming shall be replaced by compacting the subgrade and constructing full depth asphaltic concrete to adjacent street pavement surface. Asphalt concrete surfacing shall be Type A (1/2" minimum aggregate) 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. A tack coat of SS-1 emulsified asphalt shall be applied to the existing ground surface, asphalt and concrete areas prior to replacement of asphalt concrete.

B. MEASUREMENT. The quantity for Traffic Islands, Mountable Curb shall be measured as each, and Depressed Median Open shall be measured as each.

C. PAYMENT. Payment shall be at the contract unit price of each 2'x6' PCC Traffic Island (Bid Item #69), 2'x10' PCC Traffic Island (Bid Item #70), and 2'x30' PCC Traffic Island (Bid Item #72), PCC Mountable Curb (Bid Item #71), and 8" Thick Depressed Median Opening (Bid Item #73), such payment shall include full compensation for furnishing all labor, tools, equipment, and incidentals, and for doing all the work involved constructing PCC traffic islands, mountable curb and depressed median opening including sawcutting, full depth asphalt concrete, aggregate base, wiremesh and offhaul and disposal.

#### **10-1.20 PCC COMMERCIAL DRIVEWAY (BID ITEM #74)**

##### **A. DESCRIPTION**

Commercial driveway shall be constructed at the location shown on plan and in conformance with City Standard Plan 6295-24 and shall be six inches (6") thick.

Existing concrete curb and asphalt concrete street and path pavement shall be sawcut and removed, including subgrade to depth and width necessary for construction of the commercial driveway. Concrete curb removal Where commercial driveway meets the existing asphalt concrete path the asphalt concrete path shall be saw cut 6" beyond the driveway limits in order to

provide a straight edge along the back driveway. Existing rock boulders that lie within 5' of the driveway limits shall be relocated to adjacent planter strip area to the approval of the City construction inspector and East Bay Regional Park personnel.

Portland Cement Concrete shall be Class "A" and shall conform to the provisions in Section 73 "Concrete Curbs and Sidewalks" and Section 90 "Portland Cement Concrete" of the Standard Specifications as currently amended and Section 10-1.07, Portland Cement concrete of these specifications. Note that Section 90 was completely replaced by the 11-30-10 Standard Amendments.

Aggregate base shall be placed under new commercial driveway and shall be six-inches (6") in thickness. Aggregate base shall be Class 2 conforming to Section 26, Articles 26-1.01, 26-1.02, 26-1.02B, 26-1.03, 26-1.04, 26-1.05, 26-1.06, and 26-1.07 of the Standard Specifications. Maximum size aggregate shall be three-fourths inches (3/4").

Existing pavement and subgrade areas removed by the Contractor for construction forming shall be replaced by compacting the subgrade and constructing full depth asphaltic concrete to adjacent street pavement surface. Asphalt concrete surfacing shall be Type A (1/2" minimum aggregate) 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. A tack coat of SS-1 emulsified asphalt shall be applied to the existing ground surface, asphalt and concrete areas prior to replacement of asphalt concrete.

Existing planter strip areas disturbed by formwork shall be backfilled and compacted (80%) with on-site material to adjacent finished grade less one-inch (1").

B. MEASUREMENT. The quantity for commercial driveway shall be measured as square foot of commercial driveway. The curb, slope curb and bottom driveway portion of curb shall be measure by linear foot of PCC Standard Curb (Bid Item #78).

C. PAYMENT. Payment shall be at the contract unit price per square foot of PCC Commercial Driveway (Bid Item #74) and at the contract unit price per linear foot of PCC Standard Curb (Bid Item #78), such payment shall include full compensation for furnishing all labor, tools, equipment, and incidentals, and for doing all the work involved constructing PCC commercial driveway including sawcutting, full depth asphalt concrete, aggregate base, relocating rock boulders, backfill and offhual and disposal.

#### **10-1.21 PCC TURNOUT (BID ITEM #75)**

A. DESCRIPTION

Concrete turnouts shall be constructed at the locations and detail shown on plan. Retaining curb can be poured monolithically with or separate from the turnout. Slope turnout to conform with street flowline and existing asphalt path.

There is an existing abandoned 2" City telephone PVC conduit located about 1-1/2 foot within and below the planter strip. Any damage to the conduit during the course of constructing the turnout does not have to be replaced.

Existing concrete curb and asphalt concrete street and path pavement shall be sawcut and removed, including subgrade to depth and width necessary for construction of the turnout. Where turnout meets the existing asphalt concrete path the asphalt concrete path shall be saw cut 6" beyond the turnout limits in order to provide a straight edge along the back edge.

Portland Cement Concrete shall be Class "A" and shall conform to the provisions in Section 73 "Concrete Curbs and Sidewalks" and Section 90 "Portland Cement Concrete" of the Standard Specifications as currently amended and Section 10-1.07, Portland Cement concrete of these specifications. Note that Section 90 was completely replaced by the 11-30-10 Standard Amendments.

Aggregate base shall be placed under new turnout and shall be four-inches (4") in thickness. Aggregate base shall be Class 2 conforming to Section 26, Articles 26-1.01, 26-1.02, 26-1.02B, 26-1.03, 26-1.04, 26-1.05, 26-1.06, and 26-1.07 of the Standard Specifications. Maximum size aggregate shall be three-fourths inches (3/4").

Existing pavement and subgrade areas removed by the Contractor for construction forming shall be replaced by compacting the subgrade and constructing full depth asphaltic concrete to adjacent street pavement surface. Asphalt concrete surfacing shall be Type A (1/2" minimum aggregate) 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. A tack coat of SS-1 emulsified asphalt shall be applied to the existing ground surface, asphalt and concrete areas prior to replacement of asphalt concrete.

Existing planter strip areas disturbed by formwork shall be backfilled and compacted (80%) with on-site material to adjacent finished grade less one-inch (1").

B. MEASUREMENT. The quantity for PCC turnout shall be measured as each. The street curb and bottom portion of the ramp at the street shall be measure by linear foot of PCC Standard Curb (Bid Item 78). The monolithic retaining curb on each side of the turnout between the back of street curb and asphalt path shall be measured as part of the turnout, not as standard street curb.

C. PAYMENT. Payment shall be at the contract unit price per each PCC Turnout (Bid Item #75) and at the contract unit price of PCC Standard Curb (Bid Item #78), such payment shall include full compensation for furnishing all labor, tools, equipment, and incidentals, and for doing all the work involved constructing PCC turnout including sawcutting, full depth asphalt concrete, aggregate base, backfill and offhual and disposal.

#### **10-1.22 PCC PARATRANSIT LANDING PAD (BID ITEM #76)**

A. DESCRIPTION

Paratransit landing pad shall be constructed at the location shown on plan and to Detail 7, loading pad of the plans. Pad shall be epoxy rebar doweled into existing sidewalk and curb. Scorelines shall extend from existing sidewalk scorelines. Sidewalk shall be 3-1/2" thick. No aggregate base is required under pad. Grade and offhual existing as needed, and re-compact subgrade area disturbed for placement of new concrete pad.

Portland Cement Concrete shall be Class "A" and shall conform to the provisions in Section 73 "Concrete Curbs and Sidewalks" and Section 90 "Portland Cement Concrete" of the Standard Specifications as currently amended and Section 10-1.07, Portland Cement concrete of these specifications. Note that Section 90 was completely replaced by the 11-30-10 Standard Amendments.

B. MEASUREMENT. The quantity for PCC paratransit landing pad shall be measured as square foot.

C. PAYMENT. Payment shall be at the contract unit price per square foot of PCC Paratransit Landing Pad, such payment shall include full compensation for furnishing all labor, tools, equipment, and incidentals, and for doing all the work involved constructing PCC paratransit landing pad including offhual and disposal.

### **10-1.23 PCC BUS ISLANDS (BID ITEM #77)**

A. DESCRIPTION

Concrete bus islands shall be constructed at the location and to the details shown on plan. Islands shall be epoxy rebar doweled into existing street pavement. Scorelines and expansion joints shall as show on plan. The handicap ramp portion of the Grand Street bus island shall be a modified Case F ramp in that retaining curbs shown on Standard Plan A88A shall be the bus pad concrete part of the bus island, not curb. Handicap ramp grooves shall be scored at the top of the ramp in accordance with Caltrans standards. A standard City curb (Standard Plan Drawing 6295B-24) shall be constructed on the driving lane side of the ramp.

Sawcut and remove existing street pavement as needed to construct and form bottom of handicap ramp to provide minimum 3" thickness for the handicap concrete ramp and the standard rebar curb. Full asphalt plug any void remaining between street pavement and completed ramp and curb flush with adjacent pavement used for forming.

Portland Cement Concrete shall be Class "A" and shall conform to the provisions in Section 73 "Concrete Curbs and Sidewalks" and Section 90 "Portland Cement Concrete" of the Standard Specifications as currently amended and Section 10-1.07, Portland Cement concrete of these specifications. Note that Section 90 was completely replaced by the 11-30-10 Standard Amendments.

**Contractor shall obtain a load slip from each delivery and one copy of said slip shall be provided to the Construction Inspector at the point of deliver of the material. Late slips will not be allowed.**

B. MEASUREMENT. The quantity for PCC Bus Islands pad including ramp and curb shall be measured as cubic yard. Detectable warning surface for the ramp shall be measured by square foot.

C. PAYMENT. Payment shall be at the contract unit price per cubic yard of PCC Bus Island, such payment shall include full compensation for furnishing all labor, tools, equipment, and incidentals, and for doing all the work involved constructing PCC bus pad including ramp and curb. **Contractor shall obtain a load slip from each delivery and give one copy of said slip to the Engineer at the point of delivery of the material. No slip, no payment.** Payment for detectable warning surface shall be paid for under Bid Item #90, Detectable Warning Surface.

#### **10-1.24 PCC STANDARD CURB (BID ITEM #78), DOWELED CURB (BID ITEM #79), and PCC RAISED MEDIAN SIDEWALK (BID ITEM #80)**

A. DESCRIPTION

**Raised median shall be constructed at the locations shown on plan and to Detail 9, Sheet CD4, and shall be of** Portland Cement Concrete. Doweled curb shall conform to City Standard Plan 6507-24 except that curb height shall be 8". The raised median sidewalk between the doweled curb shall be 3" thick Portland Cement concrete and shall be underlain with compacted aggregate base.

Curb specified in Sections 10-1.23, PCC Commercial Driveway, Section 10-1.21 Asphalt Pavement Point Repair, Section 10-1.24, PCC Turnout, Section 10-1.28, PCC Curb Ramps, and other sections as specified in these special provisions and as designated on plan shall conform to City Standard Plan 6297-24 except that curb height shall conform to adjacent existing curb height.

Portland Cement Concrete shall be Class "A" and shall conform to the provisions in Section 73 "Concrete Curbs and Sidewalks" and Section 90 "Portland Cement Concrete" of the Standard Specifications as currently amended and Section 10-1.07, Portland Cement concrete of these specifications. Note that Section 90 was completely replaced by the 11-30-10 Standard Amendments.

Existing pavement and subgrade areas removed by the Contractor for construction forming shall be replaced by compacting the subgrade and constructing full depth asphaltic concrete to adjacent street pavement surface. Asphalt concrete surfacing shall be Type A (1/2" minimum aggregate) 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. A tack coat of SS-1 emulsified asphalt shall be applied to the existing ground surface, asphalt and concrete areas prior to replacement of asphalt concrete.

B. MEASUREMENT. The quantity for PCC Standard Curb shall be measured as linear foot, PCC Doweled Curb as linear foot and PCC Raised Median Sidewalk as square foot.

C. PAYMENT. Payment shall be at the contract unit price per linear foot of PCC Standard Curb (Bid Item #78), at the contract unit price per linear foot of cubic yard of PCC Doweled Curb, (Bid Item #79), and at the contract price per square foot of PCC Raised Median Sidewalk (Bid Item #80), such payment shall include full compensation for furnishing all labor, tools, equipment, and incidentals, and for doing all the work involved constructing PCC standard curb, doweled curb and raised median sidewalk including aggregate base.

#### **10-1.25 PCC CURB RAMP (CASE A) (BID ITEM #81) AND PCC CURB RAMP (CASE F MODIFIED) (BID ITEM #82)**

Curb ramps shall conform to Standard Plan Drawing A88A, Case A and Case F and modified as shown on plan.

Portland Cement Concrete shall be Class "A" and shall conform to the provisions in Section 73 "Concrete Curbs and Sidewalks" and Section 90 "Portland Cement Concrete" of the Standard Specifications as currently amended and Section 10-1.07, Portland Cement concrete of these specifications. Note that Section 90 was completely replaced by the 11-30-10 Standard Amendments.

Existing pavement and subgrade areas removed by the Contractor for construction forming shall be replaced by compacting the subgrade and constructing full depth asphaltic concrete to adjacent street pavement surface. Asphalt concrete surfacing shall be Type A (1/2" minimum aggregate) 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. A tack coat of SS-1 emulsified asphalt shall be applied to the existing ground surface, asphalt and concrete areas prior to replacement of asphalt concrete.

B. MEASUREMENT. The quantity for PCC Curb Ramps shall be measured as each.

C. PAYMENT. Payment shall be at the contract unit price per each PCC Curb Ramp (Case A) (Bid Item #81), at the contract unit price per each PCC Curb Ramp (Case F Modified) (Bid Item #82), such payment shall include full compensation for furnishing all labor, tools, equipment, and incidentals, and for doing all the work involved constructing the concrete curb ramps.

#### **10-1.26 GRINDING AND AC RESURFACING STREET PAVEMENT ADJACENT TO NEW CURB RAMPS (BID ITEM #83)**

##### **A. DESCRIPTION**

Existing asphalt pavement adjacent to new curb ramps where indicated on plan shall be either ground down and the area resurfaced with asphalt concrete and compacted to provide a cross slope meeting ADA standards and to the satisfaction of the Engineer. Provide smooth transition with adjacent surfaces. Allow for a minimum 1-1/2" overlay.

Asphalt concrete surfacing shall be Type A (1/2" minimum aggregate) 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. A tack coat of SS-1 emulsified asphalt shall be applied to the existing ground surface, asphalt and concrete areas prior to replacement of asphalt concrete.

B. MEASUREMENT. The quantity for Grinding And AC Resurfacing Street Pavement Adjacent To New Curb Ramps shall be measured as square foot.

C. PAYMENT. Payment shall be at the contract unit price per square foot of Grinding And AC Resurfacing Street Pavement Adjacent To New Curb (Bid Item # 83), such payment shall include full compensation for furnishing all labor, tools, equipment, and incidentals, and for doing all the work involved grinding and resurfacing adjacent to curb ramps.

#### **10-1.27 DETECTABLE WARNINGS (BID ITEM #84)**

A. DESCRIPTION

Detectable warnings for new curb ramps shall be ADA Solutions, Inc., Cast in Place Truncated Dome Detectable Warning System, or approved equal. Detectable warnings to be surface-applied to existing curb ramps shall be ADA Solutions, Inc., Surface Applied Panel System, or approved equal. Contractor shall apply a single panel on each curb ramp in accordance with manufacturer's instructions and as directed by the Engineer.

Curb ramp detectable warning surface shall consist of prefabricated panels of raised truncated domes installed on curb ramps in conformance with the details shown on the plans and these special provisions. The color of the detectable warning surface shall be yellow or black, as indicated on the plans.

Prefabricated detectable warning surface shall be in conformance with the requirements established by the Department of General Services, Division of State Architect and be attached in conformance with the manufacturer's recommendations.

The finished surfaces of the detectable warning surface shall be free from blemishes.

The manufacturer shall provide a written 5-year warranty for prefabricated detectable warning surfaces, guaranteeing replacement when there is defect in the dome shape, color fastness, sound-on-cane acoustic quality, resilience, or attachment. The warranty period shall begin upon acceptance of the contract.

B. MEASUREMENT. The quantity for detectable warning surfaces shall be measured in square feet.

C. PAYMENT. Full compensation for furnishing and installing curb ramp detectable warning surfaces shall be paid for at the contract price per square foot for detectable warning surfaces (Bid Item #84). Such payment shall include full compensation for furnishing all labor, tools, equipment, and materials, and doing all the work necessary for installation of the warning surfaces.

#### **10-1.28 CALTRANS TYPE 1 PEDESTRIAN BARRICADE (BID ITEM #85)**

A. DESCRIPTION

Type 1 pedestrian barricades shall conform to Caltrans Standard Plan ES-7P and shall be installed at the location shown on plan.

B. MEASUREMENT. The quantity for Caltrans Type 1 Pedestrian Barricade shall be measured per each barricade.

C. PAYMENT. Full compensation for Caltrans Type 1 Pedestrian Barricade (Bid Item #85) shall be paid for at the contract price per each barricade installed, such payment shall include full compensation for furnishing all labor, tools, equipment, and materials, and doing all the work necessary for installation of the barricades, including off and disposal.

#### **10-1.29 ADJUST MONUMENT FRAME AND COVER TO GRADE (BID ITEM #86)**

A DESCRIPTION

The existing monument frame and cover located in the proposed median island at Westline Drive and Shore Line Drive shall be left in place and not disturbed during construction of the median. A Phoenix Iron Works P-2501 standard lamphole frame and cover, or equal, shall be installed over the existing pavement and shimmed as necessary to be flush with the new median surface. Verify prior to ordering that the inside monument frame is adequate in diameter to allow removal of the existing monument lid. Set frame and cover in concrete as part of the median.

B. MEASUREMENT. The quantity for adjusting monument frame and cover shall be measured per each.

C. PAYMENT. Payment shall be at the contract unit price per each Adjusting Monument Frame and Cover (Bid Item #86), such payment shall include full compensation for furnishing all labor, tools, equipment, and incidentals, and for doing all the work involved.

#### **10-1.30 PCC DRAINAGE CHANNEL AND ADJACENT APPURTENANCES (Bid Item #87)**

A DESCRIPTION

Existing curb and dirt planter strip shall be removed and a drainage channel shall be constructed at the location shown on plan. The drainage channel shall conform to City standard plan Drawing 6060 Case 14, Standard Drainage Channel, and shall be 1-1/2 foot interior width. Checker plate cover shall be only on that portion indicated on plan. No cover plate notches in the concrete walls are necessary in non-cover locations. At locations where only one sidewalk is shown on plan construct to same cross section without the one sidewalk.

B. MEASUREMENT. The quantity for drainage channel and adjacent appearances shall be measured per lump sum.

C. PAYMENT. Payment shall be at the contract unit lump sum price of PCC Drainage Channel and Adjacent Appurtenances (Bid Item #87) Adjusting Monument Frame and Cover (Bid Item #87), such payment shall include full compensation for furnishing all labor, tools, equipment, and incidentals, and for doing all the work involved.

#### **10-1.31 ASPHALT RESURFACING – BUS PAD AREA (Bid Item #88)**

A. DESCRIPTION

Asphalt concrete shall be placed to build up the ramps adjacent to the bus stop (Detail 3, Sheet CD-1 and on the existing asphalt path (Detail 3, Sheet CD-1). Grind end limits in order to feather asphalt into existing pavement as needed, minimum one inch (1”).

Asphalt concrete surfacing shall be Type A (1/2” minimum aggregate) 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. A tack coat of SS-1 emulsified asphalt shall be applied to the existing ground surface, asphalt and concrete areas prior to replacement of asphalt concrete.

B. MEASUREMENT. The quantity for Asphalt Resurfacing – Bus Pad shall be measured per ton.

C. PAYMENT. Payment shall be at the contract unit price per ton of Asphalt Resurfacing – Bus Pad Area (Bid Item #88), such payment shall include full compensation for furnishing all labor, tools, equipment, and incidentals, and for doing all the work involved.

#### **10-1.32 BUS BENCH (BID ITEM #89)**

A. DESCRIPTION

Bus benches shall be MAX-R cedar slats/green legs – 49” Enspire Bench # (DS) and shall be installed at the locations shown on plan in accordance with manufacturer’s specifications.

B. MEASUREMENT. The quantity for bus bench shall be measured per each.

C. PAYMENT. Payment shall be at the contract unit price per each Bus Bench (Bid Item #89), such payment shall include full compensation for furnishing all labor, tools, equipment, and incidentals, and for doing all the work involved installing the bus bench.

#### **10-1.33 BUS SHELTER (BID ITEM #90)**

A. DESCRIPTION

Bus shelter shall be TOLAR, Model 13NAHP-GLWG, or equal and shall be 9' in length and have a 13' high peak non-advertising passenger shelter with high peak roof design with two circular shapes. End walls shall be 2' width, not full end walls shall be provided. An end wall map case with ¼" clear tempered glass, tamper proof fasteners. A perforated metal bench, no back, anti-vagrant bars. The shelter and benches shall have durable baked powder coat finish color RAL 6005 Moss Green. Install shelter in accordance with manufacturer's recommendation and location set back from face of curb to conform with AC Transit standards.

B. MEASUREMENT. The quantity for bus shelter shall be measured per each.

C. PAYMENT. Payment shall be at the contract unit price per each Bus Shelter (Bid Item #90), such payment shall include full compensation for furnishing all labor, tools, equipment, and incidentals, and for doing all the work involved installing the bus shelter.

#### **10-1.34 INVERTED U BIKE RACK (BID ITEM #91)**

A. DESCRIPTION

Bike rack shall be installed at the locations shown on plan and shall be Welle Series rack surface flange, hot dip galvanized with powder coat RAL 6005 Moss Green and anchored with RAWL spike and wedge anchor bolts.

B. MEASUREMENT. The quantity for bus shelter shall be measured per each.

C. PAYMENT. Payment shall be at the contract unit price per each Inverted Bike Rack (Bid Item #91), such payment shall include full compensation for furnishing all labor, tools, equipment, and incidentals, and for doing all the work involved installing the bike rack.

#### **10-1.35 INTENTIONALLY LEFT BLANK**

#### **10-1.36 VIDEO DETECTION SYSTEM AT OTIS AND WESTLINE DRIVE (BID ITEM #94)**

**Note – This item will be purchased and installed by the City and is shown on plan and within these specifications for funding purposes only and will not be purchased or installed by the contractor. City will also disconnect the traffic loop detector.**

A. DESCRIPTION

Video camera detection system at Otis Drive and Westline Drive shall be placed on the existing mast arm as indicated on City Drawing 9086, Case 401, Sheet 5. Conductors shall be run through the existing 3" conduit and existing pull boxes to the controller. Install controller detection system equipment in controller. Video detection system shall be Autoscope Duo.

B. MEASUREMENT. Not Applicable.

C. PAYMENT. Not Applicable.

**10-1.37 MODIFY EXISTING 3 CATCH BASIN (BID ITEM #95)**

A. DESCRIPTION

A catch basin shall be constructed at Shoreline Drive east of Willow Street at the location and to the detail shown on plan.

B. MEASUREMENT. The quantity for modified Catch Basin shall be measured per each.

C. PAYMENT. Payment shall be at the contract lump sum price per modified catch basin. Such payment shall include full compensation for furnishing all labor, tools, equipment and materials, excavation, backfill, disposal of excavated materials, and for doing all the work necessary for construction of the catch basin complete in its place.

**10-1.38 PERMITS (BID ITEM #96)**

**PERMIT ALLOWANCE**

Refer to Section II, Item H of this specification.

Contractor will directly pay for fees and services as shown on the Bid Form. Fees to be paid by Contractor include City Permit Fees.

The amounts shown in the bid form are allowance, which will change after the contract is awarded. Contractor will provide copies of receipts as proof of payment. Payment shall be made for the actual cost of the permit.

## SECTION 11.

(INTENTIONALLY LEFT BLANK)

## SECTION 12. (WORK ZONE SAFETY AND MOBILITY)

**(Local Agency Information Only!** As stated in Chapter 12 “Plans, Specifications, & Estimate” of the Caltrans “Local Assistance Procedures Manual,” Title 23 Code of Federal Regulations (CFR), Part 630 –Subpart J “Work Zone Safety and Mobility” requires the implementation of a policy by a local agency for systematic consideration and management of work zone impacts on all Federal-aid highway projects. The policy may take the form of processes, procedures, and or/guidance, and may vary based on the characteristics and expected work zone impacts of individual projects or classes of projects. Each local agency may develop its own policy, choose to pattern their policy after Caltrans’ policy, or choose to adopt a simple policy such as the following: *“To provide a smooth and efficient flow of traffic, while retaining safety through the roadway work zone.”*)

### **A. POLICY:** (Local Agency to complete)

**(Local Agency Information Only!** A Traffic Management Plan (TMP) is required for all Federal-aid construction projects, and needs to include a Temporary Traffic Control (TTC) plan that addresses traffic safety and control through the work zone. A **significant project** (as defined in 23 CFR §630.1010) is one that, alone or in combination with other concurrent projects nearby, is anticipated to cause sustained work zone impacts that are greater than what is considered tolerable based on agency policy and/or engineering judgment. If a project is expected to be *significant*, the Traffic Management Plan (TMP) for that project must also contain both Transportation Operations (TO) and Public Information (PI) components.)

### **B. TRAFFIC MANAGEMENT PLAN:** (Local Agency to complete)

### **C. TEMPORARY TRAFFIC CONTROL PLAN:** (Local Agency to complete)

**1. Transportation Operations** (Local Agency to include if a Significant Project)

**2. Public Information:** (Local Agency to include if a Significant Project)

## SECTION 13. (RELATIONS WITH RAILROAD)

## SECTION 14. FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

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**GENERAL.**—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, "Form FHWA 1273, are included in this Section 14. Whenever in said required contract provisions references are made to "SHA contracting officer", "SHA resident engineer", or "authorized representative of the SHA", such references shall be construed to mean "Engineer" as defined in Section 1-1.18 of the Standard Specifications.

**PERFORMANCE OF PREVIOUS CONTRACT.**—In addition to the provisions in Section II, "Nondiscrimination," and Section VI, "Subletting or Assigning the Contract," of the required contract provisions, the Contractor shall comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of \$10,000 will be considered under the provisions of Section VI of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

**NON-COLLUSION PROVISION.**—The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects.

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

**PARTICIPATION BY MINORITY BUSINESS ENTERPRISES IN SUBCONTRACTING.**—Part 26, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

Schedule B—Information for Determining Joint Venture Eligibility

(This form need not be filled in if all joint venture firms are minority owned.)

1. Name of joint venture \_\_\_\_\_

2. Address of joint venture \_\_\_\_\_

3. Phone number of joint venture \_\_\_\_\_

4. Identify the firms, which comprise the joint venture.

(The MBE partner must complete Schedule A.) \_\_\_\_\_

a. Describe the role of the MBE firm in the joint venture. \_\_\_\_\_

b. Describe very briefly the experience and business qualifications of each non-MBE joint venturer: \_\_\_\_\_

5. Nature of the joint venture's business \_\_\_\_\_

6. Provide a copy of the joint venture agreement.

7. What is the claimed percentage of MBE ownership? \_\_\_\_\_

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.).

- a. Profit and loss sharing.
- b. Capital contributions, including equipment.
- c. Other applicable ownership interests.

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision-making, including, but not limited to, those with prime responsibility for:

a. Financial decisions \_\_\_\_\_

b. Management decisions, such as:

1. Estimating \_\_\_\_\_

2. Marketing and sales \_\_\_\_\_

3. Hiring and firing of management personnel \_\_\_\_\_

4. Purchasing of major items or supplies \_\_\_\_\_

c. Supervision of field operations \_\_\_\_\_

Note.—If, after filing this Schedule B and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee, either directly or through the prime contractor if the joint venture is a subcontractor.

#### Affidavit

"The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to grantee current, complete and accurate information regarding actual joint venture work and the payment therefore and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the grantee or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

..... Name of Firm	..... Name of Firm
..... Signature	..... Signature
..... Name	..... Name
..... Title	..... Title
..... Date	..... Date

Date \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 19 \_\_, before me appeared (Name) \_\_\_\_\_, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) \_\_\_\_\_ to execute the affidavit and did so as his or her free act and deed.

Notary Public \_\_\_\_\_

Commission expires \_\_\_\_\_

[Seal]

Date \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 19 \_\_, before me appeared (Name) \_\_\_\_\_ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) \_\_\_\_\_ to execute the affidavit and did so as his or her free act and deed.

Notary Public \_\_\_\_\_

Commission expires \_\_\_\_\_

[Seal]

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each 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 as set forth in Regulations, 29 CFR part 3;

(iii) 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.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epis.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\*\*\*\*\*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. 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 Federal 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.

b. 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 Federal 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 Form to Report Lobbying," in accordance with its instructions.

2. 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 31 U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**Female and Minority Goals**

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are goals for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

### Minority Utilization Goals

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	28.9 25.6  19.6 14.9  9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	12.3 24.3 19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	19.1 26.1 23.6

180	Los Angeles, CA:	
	SMSA Counties:	
	0360 Anaheim-Santa Ana-Garden Grove, CA	11.9
	CA Orange	
	4480 Los Angeles-Long Beach, CA	28.3
	CA Los Angeles	
	6000 Oxnard-Simi Valley-Ventura, CA	21.5
	CA Ventura	
181	6780 Riverside-San Bernardino-Ontario, CA	19.0
	CA Riverside; CA San Bernardino	
	7480 Santa Barbara-Santa Maria-Lompoc, CA	19.7
	CA Santa Barbara	
	Non-SMSA Counties	24.6
	CA Inyo; CA Mono; CA San Luis Obispo	
	San Diego, CA:	
	SMSA Counties	
181	7320 San Diego, CA	16.9
	CA San Diego	
	Non-SMSA Counties	18.2
	CA Imperial	

For each July during which work is performed under the contract, you and each non-material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

## Training

This section applies if a number of trainees or apprentices are specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the City/County of Alameda:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used

### 3. Training starting date for each classification

Obtain the City/County of Alameda approval for this submitted information before you start work. The City/County of Alameda credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training.

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The City/County of Alameda and FHWA approves a program if one of the following is met:

1. It is calculated to:
  - 1.1. Meet the your equal employment opportunity responsibilities
  - 1.2. Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training and it is administered in a way consistent with the equal employment responsibilities of federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of Alameda reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a federal-aid project and you do at least one of the following:
  - 2.1. Contribute to the cost of the training
  - 2.2. Provide the instruction to the apprentice or trainee
  - 2.3. Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training
2. Certification showing the type and length of training satisfactorily completed

Maintain records and submit reports documenting your performance under this section.

# **CITY OF ALAMEDA EXHIBITS**

**Exhibit ‘A’**

**PREVAILING WAGES**

Federal Wage Rates

State Wage Rates

## **FEDERAL WAGE RATES**

For the latest Davis Bacon Rates for the State of California, go to: <http://www.gpo.gov/davisbacon>

Select search "by State". Select California. Look in the Alameda County Table. Choose the number with the highest value in the "Highway" column. This links to the latest General Decision Number for highway construction.

The latest General Decision, published not less than 10 days before bid opening, shall be used for this contract.

As of the publishing date of these specifications, the most current General Decision is dated December 3, 2010 and is attached.

Notification will be sent to alert plan holders of any revisions posted on this website, up to 10 days before the bid opening date. Notification will be sent to all persons on the City's original mailing list (builders' exchanges) plus any contractor who has purchased plans directly from the City.

All bidders are strongly urged to check this website 9 days or less before bid opening.

**Exhibit 'B'**

**LIST OF PROCESSORS BY MATERIAL**

## **EXHIBIT “B”**

### **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** (650) 856-0634  
**HOUSE SALVAGE**

- . 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) 747-7930.

**Exhibit ‘C’**

**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 C: Certified Payroll Forms

<b>CITY OF ALAMEDA</b> <b>PUBLIC WORKS DEPARTMENT</b>  <b>CONTRACTOR'S CERTIFICATION</b> <b>CONCERNING LABOR STANDARDS AND</b> <b>PREVAILING WAGE REQUIREMENTS</b>		
(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:		
<div style="display: flex; justify-content: space-between;"> <span>(1) A SINGLE PROPRIETORSHIP</span> <span>(3) A CORPORATION ORGANIZED IN THE STATE OF</span> </div>		
<div style="display: flex; justify-content: space-between;"> <span>(2) A PARTNERSHIP</span> <span>(4) OTHER ORGANIZATION (Describe)</span> </div>		
(c) The name, title and address of the owner, partners or officers of the undersigned are:		
NAME		ADDRESS

### EXHIBIT C: 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

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

By \_\_\_\_\_

#### 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 C: Certified Payroll Forms

CITY OF ALAMEDA PUBLIC WORKS DEPARTMENT																		
SUBCONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS																		
(Appropriate Recipient):	DATE																	
c/o	PROJECT NUMBER (if any)																	
	PROJECT NAME																	
<p>1. The undersigned, having executed a contract with _____ _____ for _____ in the amount of \$_____. In the construction of the above-identified project, certifies that:</p> <p>(a) The Labor Standards provisions of the contract for construction are included in the aforesaid contract;</p> <p>(b) 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)).</p> <p>(c) 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.</p>																		
<p>2. 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.</p> <p>(a) The workmen will report for duty on or about _____(date).</p>																		
<p>3. He certifies that:</p> <p>(a) The legal name and the business address of the undersigned are:</p> <p>(b) The undersigned is:</p> <table border="1"><tr><td>(1) A SINGLE PROPRIETORSHIP</td><td>(3) A CORPORATION ORGANIZED IN THE STATE OF</td></tr><tr><td>(2) A PARTNERSHIP</td><td>(4) OTHER ORGANIZATION (Describe)</td></tr></table> <p>(c) The name, title and address of the owner, partners or officers of the undersigned are:</p> <table border="1"><thead><tr><th colspan="2">NAME</th><th>ADDRESS</th></tr></thead><tbody><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr></tbody></table>			(1) A SINGLE PROPRIETORSHIP	(3) A CORPORATION ORGANIZED IN THE STATE OF	(2) A PARTNERSHIP	(4) OTHER ORGANIZATION (Describe)	NAME		ADDRESS									
(1) A SINGLE PROPRIETORSHIP	(3) A CORPORATION ORGANIZED IN THE STATE OF																	
(2) A PARTNERSHIP	(4) OTHER ORGANIZATION (Describe)																	
NAME		ADDRESS																

### EXHIBIT C: 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

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

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

By \_\_\_\_\_

#### 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 C**

**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 C**

**CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING  
SECTION 3 AND SEGREGATED FACILITIES**

---

Name of Sub 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, as required by Title VI of the Civil Right Act of 1964.

Name

Name and Title of Signer (Print or Type)

---

Signature

Date

**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 C**

**CERTIFICATION FOR APPLICABLE FRINGE BENEFIT PAYMENTS**

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

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

Classification/ \_\_\_\_\_ Name, Address and

Fringe Benefits Provided \_\_\_\_\_ Telephone Number of Plan/Fund/Program \_\_\_\_\_

1. \_\_\_\_\_  
Health and Welfare

\_\_\_\_\_ Pension

\_\_\_\_\_ Vacation

\_\_\_\_\_ Apprenticeship/Training

2. \_\_\_\_\_  
Health and Welfare

\_\_\_\_\_ Pension

\_\_\_\_\_ Vacation

\_\_\_\_\_ Apprenticeship/Training

3. \_\_\_\_\_  
Health and Welfare

\_\_\_\_\_ Pension

\_\_\_\_\_ Vacation

\_\_\_\_\_ Apprenticeship/Training

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 C**

**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 employer 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 'D' and Exhibit 'E'**

**BID BOOK  
(PROPOSAL FORM & CONTRACT)**

**for**

**SHORELINE DRIVE, WESTLINE DRIVE BIKEWAY  
IMPROVEMENTS**

**IN THE CITY OF ALAMEDA, COUNTY OF  
ALAMEDA, STATE OF CALIFORNIA**

**Bound Separately**

**Exhibit ‘F’**

**LIST OF SUBMITTALS**

**EXHIBIT “F”**

**List of Submittals**

**SHORELINE DRIVE, WESTLINE DRIVE BIKEWAY  
IMPROVEMENTS**

**CITY OF ALAMEDA**

No. P.W. 07-13-21  
FEDERAL IDENTIFICATION NUMBER  
HSIPL-5014(037)

Shall include but not limited to the following:

Item	Section Reference	Due Date/Frequency
1. Contract Bonds	Section 3-1.04	Within 10 days of award
2. Certified Payroll	Section 7-1.06	Submitted weekly
3. Emergency Form	Exhibit G	Preconstruction meeting
4. Insurance	Section 3-1.05	Within 10 days of award
5. Permits/Licenses	Section 7-1.09	Preconstruction meeting
6. Traffic Control Plan	Section 4-1.01	Preconstruction meeting
7. Pedestrian Handling Plan	Section 10-1.01	Preconstruction meeting
8. Work Staging Schedule	Section 4-1.01	Preconstruction meeting and update every biweekly progress meeting
9. *Truncated Domes	Section 10-1.20	Preconstruction meeting

\*Contractor shall provide proof of ordering these items at the preconstruction meeting.

**Exhibit 'G'**

**EMERGENCY FORM**

**EXHIBIT "G"**

**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 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 'H' and Exhibit 'I'**

**BID BOOK  
(PERFORMANCE BOND & PAYMENT BOND)**

**for**

**SHORELINE DRIVE, WESTLINE DRIVE BIKEWAY  
IMPROVEMENTS**

**IN THE CITY OF ALAMEDA, COUNTY OF  
ALAMEDA, STATE OF CALIFORNIA**

**Bound Separately**

**Exhibit ‘J’**

**RECYCLED CONTENT STANDARDS**

## Exhibit “J”

## 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 ‘K’**

**WASTE REDUCTION & RECYCLING PLAN (FORM)**

**Exhibit ‘L’**

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

**Exhibit 'M'**

**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 ‘N’**

# **NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION**

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity  
(Executive Order 11246)

The Equal Opportunity Clause

Standard Federal Equal Employment Opportunity Construction Contract Specifications  
(Executive Order 11246)

## **Contractor's Notification of Subcontractors Awarded**

### **NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Officer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, indicated in Attachment A.

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

**3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number, estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.**

## CALIFORNIA

Area Covered – Alameda, Contra Costa and Marin Counties.

### Goals and Timetables

Timetable	Goals for minority participation in each trade (percent)	Goals for female participation in each trade (percent)
Until further Notice	25.6	6.9

Any questions that bidders may have on complying with these Bid Conditions should be directed to the following agency:

U.S. Department of Labor  
OFCCP Area Office  
Oakland District Office  
1301 Clay Street, Suite 1080N  
Oakland, CA 94612-5217  
**(510) 637-2938**

## THE EQUAL OPPORTUNITY CLAUSE

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 504 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to

any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(33F.R. 7804, May 28, 1968, as amended at 34 FR 744, Jan 17, 1969; 40 FR 14083, Mar. 28, 1975)

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY  
CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:
  - a. “Covered area” means the geographical area described in the solicitation from which this contract resulted;
  - b. “Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. “Employer identification number” means the Federal Social Security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. “Minority” includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race;
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands); and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor’s or Subcontractor’s failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union,

recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area, which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions, including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any

recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60.3.

l. Conduct at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The Obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take

affirmative action for all minority groups, both male and female, all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. Mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

CONTRACTOR’S NOTIFICATION OF SUBCONTRACTS AWARDED

Mail To:  
U.S. Department of Labor, OFCCP/ESA  
\_\_\_\_\_  
\_\_\_\_\_

Covered Area \_\_\_\_\_  
Month of \_\_\_\_\_

SUBCONTRACTOR’S NAME & ADDRESS	CONTRACT PROJECT NO.	CONTRACT AMOUNT	ESTIMATED STARTING DATE	ESTIMATED COMPLETION DATE	CRAFTS TO BE USED
(1)					
(2)					
(3)					
(4)					
(5)					
(6)					
(7)					
(8)					
(9)					
(10)					

\* Mail to:     U.S. Dept. of Labor, OFCCP/ESA

The undersigned hereby certifies that:

- (a)     The Equal Opportunity Clauses are indicated in each of the Listed Subcontracts
- (b)     Each subcontractor or lower tier subcontractor has been notified in writing prior to their beginning construction, of his respective obligations under the Affirmative Action Requirements, if applicable.

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Contractor's Address

This format meets the requirements of Executive Order 11246, as amended.

## **Exhibit ‘O’**

### **Annual Hauling Information and Application**

**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: \_\_\_\_\_

---

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, Planning and Building Department, Permit Office, 2263 Santa Clara Avenue, Room 190, Alameda, CA 94501, fax (510) 747-6804. 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>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>

- 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: \_\_\_\_\_

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*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.

<b>Alameda County Facilities*</b>	<b>Address</b>	<b>% Recycled</b>
Davis Street Transfer Station** (Self-Haul Only)	2615 Davis St., San Leandro (510) 638-2303	60%
<b>Out of County Facilities*</b>	<b>Address</b>	<b>% Recycled</b>
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.

Recycled Mixed Debris Worksheet										
Facility	Column I		Column II		Column III		Column IV		Column V	
					Total Cubic Recycling		tons/cy Total Recycled		Total tons	
	Yards		(To Column A)		Credit		(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, Planning and Building Department, Permit Office, 2263 Santa Clara Avenue, Room 190, Alameda, CA 94501, fax (510) 747-6804. 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’**

RELATIVE STATE OF CALIFORNIA  
STANDARD PLANS

**Exhibit 'Q'**

**ARBORIST REPORT**

**Exhibit 'R'**

**EAST BAY REGIONAL PARK PERMIT FOR  
TREE REMOVAL AND REPLACEMENT**

**Exhibit 'S'**

**FOUNDATION DETAIL FOR  
SQUARE TUBING TRAFFIC SIGN POLES**

**Exhibit 'T'**

**VIDEO DETECTION SYSTEM  
SPECIFICATIONS**