

# ORIGINAL

## CONTRACTOR AGREEMENT



THIS AGREEMENT, entered into this 17<sup>th</sup> day of February, 2016, by and between CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and **RAY'S ELECTRIC**, a California corporation whose address is **411 PENDLETON WAY, SUITE B, OAKLAND, CALIFORNIA 94621**, hereinafter called the Contractor, in reference to the following:

### **RECITALS:**

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

B. City and Contractor desire to enter into an agreement for Alameda Ferry Terminal Access Improvement Project, in accordance with Bid Solicitation, adopted therefore filed in the office of the Public Works Director on January 19, 2016.

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

1. **TERM:**

The Contractor shall have 20 consecutive working days from the date the work is to commence pursuant to the Notice to Proceed to diligently prosecute the work to completion.

2. **SERVICES TO BE PERFORMED:**

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

3. **COMPENSATION TO CONTRACTOR:**

Contractor shall be compensated for services performed pursuant to this Agreement in the amount and manner set forth in Contractor's bid, which is attached hereto as Exhibit "B" and incorporated herein by this reference. Payment will be made in the same manner that claims of a like character are paid by the City, with checks drawn on the treasury of said City, to be taken from the 91163 fund.

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

Payment shall be made for 95% of the value of the work completed as determined by the City. The City shall retain 5% of the value of the work as partial security for the completion of the work by Contractor. Retained amounts shall be paid to Contractor within 60 days of acceptance by the City of the project. Payment shall not be construed as acceptance of defective work. No interest will be paid to Contractor on retained funds.

Total compensation under this contract shall not exceed \$118,320, which includes a 20 percent contingency (\$19,720). Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

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

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

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

5. **STANDARD OF CARE:**

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

6. **INDEPENDENT PARTIES:**

Contractor hereby declares that it is engaged as an independent business and it agrees to perform its services as an independent contractor. The manner and means of conducting the work are under the control of Contractor, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Contractor's services. None of the benefits provided by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Contractor, its employees or agents.

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

7. **IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

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

8. **NON-DISCRIMINATION:**

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

9. **HOLD HARMLESS:**

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

10. **INSURANCE:**

On or before the commencement of the terms of this Agreement, Contractor shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C and D. Such certificates, which do not limit Contractor's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda by certified mail, "Attention: Risk Manager." It is agreed that Contractor shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City as additional insured shall be submitted with the insurance certificates.

A. **COVERAGE:**

Contractor shall maintain the following insurance coverage:

(1) **Workers' Compensation:**

Statutory coverage as required by the State of California.

(2) **Liability:**

Commercial general liability coverage in the following minimum limits:

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

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

If submitted, combined single limit policy with aggregate limits in the amounts of \$1,000,000 will be considered equivalent to the required minimum limits shown above.

(3) **Automotive:**

Comprehensive automobile liability coverage in the following minimum limits:

Bodily injury:                      \$1,000,000 each occurrence  
Property Damage:                \$1,000,000 each occurrence  
   or  
Combined Single Limit:        \$1,000,000 each occurrence

B. **SUBROGATION WAIVER:**

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

C. **FAILURE TO SECURE:**

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

D. **ADDITIONAL INSURED:**

City, its City Council, boards and commissions, officers, and employees shall be named as an additional insured under all insurance coverages, except worker's compensation insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense

of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. **SUFFICIENCY OF INSURANCE:**

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

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

11. **BONDS:**

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

A. **Faithful Performance:**

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

B. **Labor and Materials:**

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

12. **PROHIBITION AGAINST TRANSFERS:**

Contractor shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of City. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Contractor from City under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to City by Contractor.

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

13. **SUBCONTRACTOR APPROVAL:**

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

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

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

14. **PERMITS AND LICENSES:**

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

15. **REPORTS:**

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

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

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

16. **RECORDS:**

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

Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to such books and records to the representatives of City or its designees at all proper times, and gives City the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be

kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

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

**17. NOTICES:**

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

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

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

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

Ray's Electric  
411 Pendelton Way, Suite B  
Oakland, CA 94621  
Attention: Greg Gruendl, President  
Ph: (510) 577-7700 / Fax: (510) 577-7706

**18. LAWS TO BE OBSERVED.**

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

19. **DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE AND PREVAILING WAGE REQUIREMENTS ON PUBLIC WORKS PROJECTS.**

1. Effective January 1, 2015, no Contractor or Subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 (with the limited exceptions from this requirement for bid purposed only under Labor code Section 1771.1(a)). Register at <https://efiling.dir.ca.gov/PWCR>

2. No Contractor or Subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

3. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

4. The Prime Contractor is required to post job site notices prescribed by regulations. See 8 Calif. Code Regulation §16451(d).

5. Effective April 1, 2015, All Contractors and Subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner at: <https://apps.dir.ca.gov/ecpr/das/altlogin>

20. **HOURS OF LABOR.**

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

b. The Contractor shall pay to the City a penalty of Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by the Contractor, or by any Subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one (1) calendar week, in violation of the provisions of Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation for the workers so employed by Contractor is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

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

21. **CERTIFIED PAYROLL.**

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

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

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

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

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

f. In the event of noncompliance with the requirements of such section after 10 Days written notice specifying in what respects compliance is required, the CONTRACTOR shall forfeit as a penalty to the CITY, \$25.00 for each calendar Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.

22. **APPRENTICES.**

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

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

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

contribution. The Contractor or subcontractor shall pay a like amount to the California Apprenticeship Council.

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

23. **LABOR DISCRIMINATION.**

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

24. **REGISTRATION OF CONTRACTORS.**

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

25. **URBAN RUNOFF MANAGEMENT:**

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

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

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

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

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

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

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

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

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

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

26. **COMPLIANCE WITH MARSH CRUST ORDINANCE:**

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

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

The Contractor shall follow the requirements of the City's Integrated Pest Management (IPM) Policy to ensure the City is in compliance with its Municipal Regional Stormwater NPDES Permit, Order No. R2-2009-0074, issued by the San Francisco Bay Regional Water Quality Control Board.

- ☐ Contractor shall use the most current IPM technologies available to ensure the long-term prevention or suppression of pest problems and to minimize negative impacts on the environment, non-target organisms, and human health for the control or management of pests in and around City buildings and facilities, parks and golf courses, urban landscape areas, rights-of-way, and other City properties.
- ☐ Contractor will consider the City IPM Policy's hierarchy of options or alternatives listed below, in the following order before recommending the use of or applying any pesticide on City property: (1)
  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) and 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.
- ☐ Prior to applying chemical controls the contractor shall complete a checklist for the City's

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

- ☐ Contractor shall avoid the use of the following pesticides that threaten water quality, human health and the environment:
  1. Acute Toxicity Category I chemicals as identified by the Environmental Protection Agency (EPA)
  2. Organophosphate pesticides (e.g., those containing Diazinon, chlorpyrifos or malathion)
  3. Pyrethroids (bifenthrin, cyfluthrin, beta-cyfluthrin, cypermethrin, deltamethrin, esfenvalerate, lambda-cyhalothrin, permethrin, and tralomethrin), carbamates (e.g., carbaryl), and fipronil
  4. Copper-based pesticides unless their use is judicious, other approaches and techniques have been considered, and the threat of impact to water quality is prevented.
- ☐ Contractor shall sign the Contractor Verification Form (if applicable to job) indicating the intent to implement the City's IPM Policy, and return a signed copy to the City's project manager.
- ☐ Contractor shall provide to the City's project manager an annual Report of all pesticide usage in support of City operations including pesticide name, active ingredient(s), target pest(s), the total amounts used and the reasons for any increase in use of any pesticide.
- ☐ Contractor shall provide a copy of any current IPM certifications(s) to the City's project manager prior to initiation of the service work.

A copy of the City's IPM Policy may be obtained from the City's project manager and is also on file with the City Clerk. *If this agreement pertains to the use of any items listed above, the Contractor will need to fill out and send in the Contractor Verification Form and Contractor Check List.*

**28. PURCHASES OF MINED MATERIALS REQUIREMENT:**

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

Within five days of award of contract, Contractor shall submit a report to City which lists the intended suppliers for the above materials and demonstrates that the suppliers are in compliance with the SMARA requirements. The AB3098 List is maintained by the Department of Conservation's Office of Mine Reclamation (OMR) and can be viewed at: [www.conservation.ca.gov/OMR/ab\\_3098\\_list/index.htm](http://www.conservation.ca.gov/OMR/ab_3098_list/index.htm). Note that the list changes periodically and should be reviewed accordingly.

29. **TERMINATION:**

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

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

30. **COMPLIANCES:**

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

31. **CONFLICT OF LAW:**

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

32. **ADVERTISEMENT:**

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

33. **WAIVER:**

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

34. **INTEGRATED CONTRACT:**

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

35. **INSERTED PROVISIONS:**

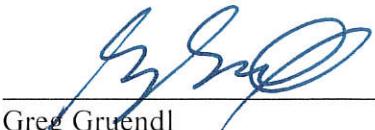
Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement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

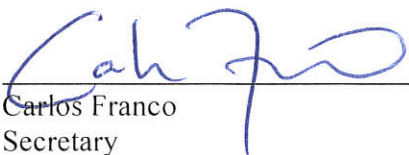
36. **CAPTIONS:**

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

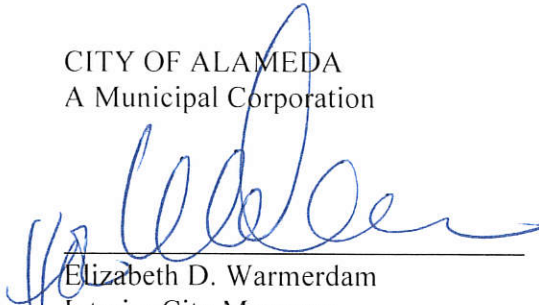
IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

RAY'S ELECTRIC  
A California Corporation

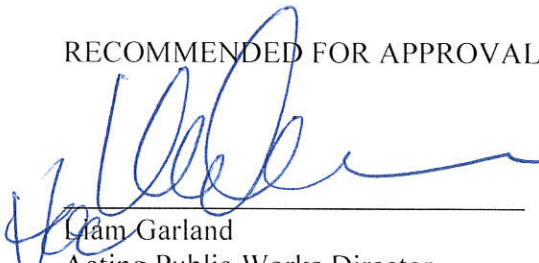
  
\_\_\_\_\_  
Greg Gruendl  
President

  
\_\_\_\_\_  
Carlos Franco  
Secretary


CITY OF ALAMEDA  
A Municipal Corporation

  
\_\_\_\_\_  
Elizabeth D. Warmerdam  
Interim City Manager

RECOMMENDED FOR APPROVAL

  
\_\_\_\_\_  
Liam Garland  
Acting Public Works Director

APPROVED AS TO FORM:  
City Attorney

  
\_\_\_\_\_  
Andrico Penick  
Assistant City Attorney

2/3/10

## EXHIBIT A

### SCOPE OF WORK

#### CONSTRUCTION DETAILS

##### 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.

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.

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.

##### 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 7-1.03 of the 2010 Caltrans 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 2014 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 Public Works Department.**

**Work hours are limited between 9:00 A.M. and 5:00 P.M., Monday through Friday, excluding city holidays.**

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 five (5) 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.

## **COORDINATION WITH OTHER ENTITIES**

Order of work shall conform to provisions of Section 5-1.20, "coordination with other entities", 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.

Prior to any trenching, Contractor shall complete and submit Potholing Report for review and approval.

Attention is directed to "Maintaining Traffic" and "Temporary Pavement Delineation" of these special provisions and to the stage construction sheets of the plans.

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.

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.

### **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.

### **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.

### **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.

### **UTILITY RELOCATIONS**

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

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

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

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

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

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

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

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

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

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

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

There are existing overhead electric and telephone transmission lines along the 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.

## **CONSTRUCTION SITE MANAGEMENT**

Construction site management shall consist of controlling potential sources of water pollution before they come in contact with storm water systems or watercourses. The Contractor shall control material pollution and manage waste and non-storm water existing at the construction site by implementing effective handling, storage, use, and disposal practices.

Attention is directed to "Water Pollution Control" of these special provisions regarding the Contractor's appointment of a water pollution control manager (WPCM) for the project.

The Contractor shall train all employees and subcontractors regarding:

- A. Material pollution prevention and control;
- B. Waste management;
- C. Non-storm water management;
- D. Identifying and handling hazardous substances; and
- E. Potential dangers to humans and the environment from spills and leaks or exposure to toxic or hazardous substances.

Training shall take place before starting work on this project. New employees shall receive the complete training before starting work on this project. The Contractor shall have regular meetings to discuss and reinforce spill prevention and control; material delivery, storage, use, and disposal; waste management; and non-storm water management procedures.

Instructions for material and waste handling, storage, and spill reporting and cleanup shall be posted at all times in an open, conspicuous, and accessible location at the construction site.

Nonhazardous construction site waste and excess material shall be recycled when practical or disposed of in accordance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications, unless otherwise specified.

Vehicles and equipment at the construction site shall be inspected by the WPCM on a frequent, predetermined schedule, and by the operator each day of use. Leaks shall be repaired immediately, or the vehicle or equipment shall be removed from the construction site.

## **SPILL PREVENTION AND CONTROL**

The Contractor shall implement spill and leak prevention procedures when chemicals or hazardous substances are stored. Spills of petroleum products; substances listed under CFR Title 40, Parts 110, 117, and 302; and sanitary and septic waste shall be contained and cleaned up as soon as is safe.

Minor spills involve small quantities of oil, gasoline, paint, or other material that can be controlled by the first responder upon discovery of the spill. Cleanup of minor spills includes:

- A. Containing the spread of the spill,
- B. Recovering the spilled material using absorption,
- C. Cleaning the contaminated area, and
- D. Disposing of contaminated material promptly and properly.

Semi-significant spills are those that can be controlled by the first responder with the help of other personnel. Cleanup of semi-significant spills shall be immediate. Cleanup of semi-significant spills includes:

- A. Containing the spread of the spill;
- B. Recovering the spilled material using absorption if the spill occurs on paved or an impermeable surface;
- C. Containing the spill with an earthen dike and digging up contaminated soil for disposal if the spill occurs on dirt;
- D. Covering the spill with plastic or other material to prevent contaminating runoff if the spill occurs during precipitation; and
- E. Disposing of contaminated material promptly and properly.

Significant or hazardous spills are those that cannot be controlled by construction personnel. Notifications of these spills shall be immediate. The following steps shall be taken:

- A. Construction personnel shall not attempt to cleanup the spill until qualified staff have arrived;
- B. Notify the Engineer and follow up with a written report;
- C. Obtain the services of a spills contractor or hazardous material team immediately;
- D. Notify the local emergency response team by dialing 911 and county officials at the emergency phone numbers kept on the construction site;
- E. Notify the Governor's Office of Emergency Services Warning Center at (805) 852-7550;
- F. Notify the National Response Center at (800) 424-8802 regarding spills of Federal reportable quantities in conformance with CFR Title 40, Parts 110, 119, and 302;

- G. Notify other agencies as appropriate, including:
1. Fire Department,
  2. Public Works Department,
  3. Coast Guard,
  4. Highway Patrol,
  5. City Police or County Sheriff Department,
  6. Department of Toxic Substances,
  7. California Division of Oil and Gas,
  8. Cal OSHA, or
  9. Regional Water Resources Control Board.

The WPCM shall oversee and enforce proper spill prevention and control measures. Minor, semi-significant, and significant spills shall be reported to the Contractor's WPCM who shall notify the Engineer immediately.

The Contractor shall prevent spills from entering storm water runoff before and during cleanup. Spills shall not be buried or washed with water.

The Contractor shall keep material or waste storage areas clean, well-organized, and equipped with enough cleanup supplies for the material being stored. Plastic shall be placed under paving equipment when not in use to catch drips.

#### **MATERIAL MANAGEMENT**

Material shall be delivered, used, and stored for this contract in a manner that minimizes or eliminates discharge of material into the air, storm drain systems, or watercourses.

The Contractor shall implement the practices described in this section when taking delivery of, using, or storing the following materials:

- A. Hazardous chemicals including:
1. Acids,
  2. Lime,
  3. Glues,
  4. Adhesives,
  5. Paints,
  6. Solvents, and
  7. Curing compounds;
- B. Soil stabilizers and binders;
- C. Fertilizers;
- D. Detergents;
- E. Plaster;
- F. Petroleum products including:
1. Fuel,
  2. Oil, and
  3. Grease;

- G. Asphalt components and concrete components; and
- H. Pesticides and herbicides.

The Contractor shall supply the Material Safety Data Sheet to the Engineer for material used or stored. The Contractor shall keep an accurate inventory of material delivered and stored at the construction site.

Employees trained in emergency spill cleanup procedures shall be present when hazardous materials or chemicals are unloaded.

The Contractor shall use recycled or less hazardous products when practical.

### **Material Storage**

The Contractor shall store liquids, petroleum products, and substances listed in CFR Title 40, Parts 110, 117, and 302 in containers or drums approved by the United States Environmental Protection Agency, and place them in secondary containment facilities.

Secondary containment facilities shall be impervious to the materials stored there for a minimum contact time of 72 hours.

Throughout the rainy season secondary containment facilities shall be covered during non-working days and when precipitation is predicted. Secondary containment facilities shall be adequately ventilated.

The Contractor shall keep the secondary containment facility free of accumulated rainwater or spills. After precipitation, or in the event of spills or leaks, accumulated liquid shall be collected and placed into drums within 24 hours. These liquids shall be handled as hazardous waste in accordance with the provisions in "Hazardous Waste" of these special provisions, unless testing determines them to be nonhazardous.

Incompatible materials, such as chlorine and ammonia, shall not be stored in the same secondary containment facility.

Materials shall be stored in the original containers with the original product labels maintained in legible condition. Damaged or illegible labels shall be replaced immediately.

The secondary containment facility shall have the capacity to contain precipitation from a 24-hour-long, 25-year storm; and 10 percent of the aggregate volume of all containers, or all of the volume of the largest container within the facility, whichever is greater.

The Contractor shall store bagged or boxed material on pallets. Throughout the rainy season, bagged or boxed material shall be protected from wind and rain during non-working days and when precipitation is predicted.

The Contractor shall provide sufficient separation between stored containers to allow for spill cleanup or emergency response access. Storage areas shall be kept clean, well-organized, and equipped with cleanup supplies appropriate for the materials being stored.

The Contractor shall repair or replace perimeter controls, containment structures, covers, and liners as needed. Storage areas shall be inspected before and after precipitation, and at least weekly during other times.

### **Stockpile Management**

The Contractor shall reduce or eliminate potential air and water pollution from stockpiled material including soil, paving material, or pressure treated wood. Stockpiles shall be located out of floodplains when possible, and at least 50 feet from concentrated flows of storm water, drainage courses, or inlets unless written approval is obtained from the Engineer.

The Contractor may discontinue adding or removing material for up to 21 days and a stockpile will still be considered active.

The Contractor shall protect active stockpiles with plastic or geotextile cover, soil stabilization measures, or with linear sediment barrier when precipitation is predicted. Active stockpiles of cold mix asphalt concrete shall be placed on an impervious surface and covered with plastic when precipitation is predicted.

The Contractor shall protect inactive soil stockpiles with a plastic or geotextile cover, or with soil stabilization measures at all times during the rainy season. A linear sediment barrier around the perimeter of the stockpile shall also be used. During the non-rainy season soil stockpiles shall be covered and protected with a linear sediment barrier when precipitation is predicted. The Contractor shall control wind erosion during dry weather as provided in Section 10, "Dust Control," of the Standard Specifications.

Stockpiles of Portland cement concrete rubble, asphalt concrete (AC), hot mix asphalt (HMA), AC and HMA rubble, aggregate base, or aggregate subbase shall be covered with plastic or geotextile, or protected with a linear sediment barrier at all times during the rainy season, and when precipitation is predicted during the non-rainy season.

Stockpiles of cold mix asphalt concrete shall be placed on and covered with impermeable material at all times during the rainy season, and when precipitation is predicted during the non-rainy season.

Stockpiles of pressure treated wood shall be covered with impermeable material and placed on pallets at all times during the rainy season, and when precipitation is predicted during the non-rainy season.

The Contractor shall repair or replace linear sediment barriers and covers as needed or as directed by the Engineer to keep them functioning properly. Sediment shall be removed when it accumulates to 1/3 of the linear sediment barrier height.

### **Waste Management**

Solid Waste - The Contractor shall not allow litter or debris to accumulate anywhere on the construction site, including storm drain grates, trash racks, and ditch lines. The Contractor shall pick up and remove trash and debris from the construction site at least once a week. The WPCM shall monitor solid waste storage and disposal procedures on the construction site. The Contractor shall provide enough dumpsters of sufficient size to contain the solid waste generated by the project. Dumpsters shall be emptied when refuse reaches the fill line. Dumpsters shall be watertight. The Contractor shall not wash out dumpsters on the construction site. The Contractor shall provide additional containers and more frequent pickup during the demolition phase of construction.

Solid waste includes:

- A. Brick,
- B. Mortar,
- C. Timber,
- D. Metal scraps,
- E. Sawdust,
- F. Pipe,
- G. Electrical cuttings,
- H. Non-hazardous equipment parts,
- I. Styrofoam and other packaging materials,
- J. Vegetative material and plant containers from highway planting, and
- K. Litter and smoking material, including litter generated randomly by the public.

Trash receptacles shall be provided and used in the Contractor's yard, field trailers, and locations where workers gather for lunch and breaks.

Hazardous Waste - The Contractor shall implement hazardous waste management practices when waste is generated on the construction site from the following substances:

- A. Petroleum products,
- B. Asphalt products,
- C. Concrete curing compound,
- D. Pesticides,
- E. Acids,
- F. Paints,
- G. Stains,
- H. Solvents,
- I. Wood preservatives,

- J. Roofing tar, and
- K. Materials classified as hazardous by California Code of Regulations, Title 22, Division 4.5; or listed in CFR Title 40, Parts 110, 117, 261, or 302.

Nothing in these special provisions shall relieve the Contractor of the responsibility for compliance with Federal, State, and local laws regarding storage, handling, transportation, and disposal of hazardous wastes.

The WPCM shall oversee and enforce hazardous waste management practices. Production of hazardous materials and hazardous waste on the construction site shall be kept to a minimum. Perimeter controls, containment structures, covers, and liners shall be repaired or replaced when damaged.

The Contractor shall have a laboratory certified by the Department of Health Services (DHS) sample and test waste when hazardous material levels are unknown to determine safe methods for storage and disposal.

The Contractor shall segregate potentially hazardous waste from nonhazardous waste at the construction site. Hazardous waste shall be handled, stored, and disposed of as required in California Code of Regulations, Title 22, Division 4.5, Section 66262.34; and in CFR Title 49, Parts 261, 262, and 263.

The Contractor shall store hazardous waste in sealed containers constructed and labeled with the contents and date accumulated as required in California Code of Regulations, Title 22, Division 4.5; and in CFR Title 49, Parts 172, 173, 178, and 179. Hazardous waste containers shall be kept in temporary containment facilities conforming to the provisions in "Material Storage" of these special provisions.

There shall be adequate storage volume and containers shall be conveniently located for hazardous waste collection. Containers of hazardous waste shall not be overfilled and hazardous wastes shall not be mixed. Containers of dry waste that are not watertight shall be stored on pallets. The Contractor shall not allow potentially hazardous waste to accumulate on the ground.

Hazardous waste shall be stored away from storm drains, watercourses, moving vehicles, and equipment.

The Contractor shall clean water based or oil based paint from brushes or equipment within a contained area and shall not contaminate soil, watercourses, or storm drain systems. Paints, thinners, solvents, residues, and sludges that cannot be recycled or reused shall be disposed of as hazardous waste. When thoroughly dry, latex paint and paint cans, used brushes, rags, absorbent materials, and drop cloths shall be disposed of as solid waste.

The Contractor shall dispose of hazardous waste within 90 days of being generated. Hazardous waste shall be disposed of by a licensed hazardous waste transporter using uniform hazardous waste manifest forms and taken to a Class I Disposal Site. A copy of the manifest shall be provided to the Engineer.

Contaminated Soil - The Contractor shall identify contaminated soil from spills or leaks by noticing discoloration, odors, or differences in soil properties. Soil with evidence of contamination shall be sampled and tested by a laboratory certified by DHS. If levels of contamination are found to be hazardous, the soil shall be handled and disposed of as hazardous waste.

The Contractor shall prevent the flow of water, including ground water, from mixing with contaminated soil by using one or a combination of the following measures:

- A. Berms,
- B. Cofferdams,
- C. Grout curtains,
- D. Freeze walls, or
- E. Concrete seal course.

If water mixes with contaminated soil and becomes contaminated, the water shall be sampled and tested by a laboratory certified by the DHS. If levels of contamination are found to be hazardous, the water shall be handled and disposed of as hazardous waste.

Concrete Waste - The Contractor shall implement practices to prevent the discharge of portland cement concrete, AC, or HMA waste into storm drain systems or watercourses.

Portland cement concrete, AC, or HMA waste shall be collected at the following locations and disposed of:

- A. Where concrete material, including grout, is used;
- B. Where concrete dust and debris result from demolition;
- C. Where sawcutting, coring, grinding, grooving, or hydro-concrete demolition of portland cement concrete, AC, or HMA creates a residue or slurry; or
- D. Where concrete trucks or other concrete-coated equipment is cleaned at the construction site.

Liquid Waste - The Contractor shall not allow construction site liquid waste, including the following, to enter storm drain systems or watercourses:

- A. Drilling slurries or fluids,
- B. Grease-free or oil-free wastewater or rinse water,
- C. Dredgings,
- D. Liquid waste running off a surface including wash or rinse water, or
- E. Other non-storm water liquids not covered by separate permits.

The Contractor shall hold liquid waste in structurally sound, leak proof containers such as:

- A. Sediment traps,
- B. Roll-off bins, or
- C. Portable tanks.

Liquid waste containers shall be of sufficient quantity and volume to prevent spills and leaks. The containers shall be stored at least 50 feet from storm drains, watercourses, moving vehicles, and equipment.

The Contractor shall remove and dispose of deposited solids from sediment traps as provided in "Solid Waste" of these special provisions, unless determined infeasible by the Engineer.

Liquid waste may require testing to determine hazardous material content before disposal.

Drilling fluids and residue shall be disposed of outside the highway right of way. If the Engineer determines that an appropriate location is available, fluids and residue exempt under California Code of Regulations, Title 23, Section 2511(g) may be dried by infiltration and evaporation in a leak proof container. The remaining solid waste may be disposed of as provided in "Solid Waste" of these special provisions.

#### **Non-Storm Water Management**

Water Control and Conservation - The Contractor shall prevent erosion or the discharge of pollutants into storm drain systems or watercourses by managing the water used for construction operations. The Contractor shall obtain the Engineer's approval before washing anything on the construction site with water that could discharge into a storm drain system or watercourse. Discharges shall be reported to the Engineer immediately.

The Contractor shall implement water conservation practices when water is used on the construction site. Irrigation areas shall be inspected and watering schedules shall be adjusted to prevent erosion, excess watering, or runoff. The Contractor shall shut off the water source to broken lines, sprinklers, or valves, and they shall be repaired as soon as possible. When possible, water from waterline flushing shall be reused for landscape irrigation. Paved areas shall be swept and vacuumed, not washed with water.

Construction water runoff, including water from water line repair, shall be directed to areas to infiltrate into the ground and shall not be allowed to enter storm drain systems or watercourses. Spilled water shall not be allowed to escape water truck filling areas. When possible, the Contractor shall direct water from off-site sources around the construction site, or shall minimize contact with the construction site.

Illegal Connection and Discharge Detection and Reporting - The Contractor shall inspect the construction site and the site perimeter before beginning work for evidence of illegal connections, discharges, or dumping. Subsequently, the construction site and perimeter shall be inspected on a frequent, predetermined schedule.

The Contractor shall immediately notify the Engineer when illegal connections, discharges, or dumping are discovered. The Contractor shall take no further action unless directed by the Engineer. Unlabeled or unidentifiable material shall be assumed to be hazardous.

The Contractor shall look for the following evidence of illegal connections, discharges, or dumping:

- A. Debris or trash piles,
- B. Staining or discoloration on pavement or soils,
- C. Pungent odors coming from drainage systems,
- D. Discoloration or oily sheen on water,
- E. Stains or residue in ditches, channels or drain boxes,
- F. Abnormal water flow during dry weather
- G. Excessive sediment deposits,
- H. Nonstandard drainage junction structures, or
- I. Broken concrete or other disturbances near junction structures.

#### **Vehicle and Equipment Cleaning**

The Contractor shall limit vehicle and equipment cleaning or washing on the construction site to that necessary to control vehicle tracking or hazardous waste. Vehicles and equipment shall not be cleaned on the construction site with soap, solvents, or steam until the Engineer has been notified. The resulting waste shall be contained and recycled, or disposed of as provided in "Liquid Waste" or "Hazardous Waste" of these special provisions, whichever is applicable. The Contractor shall not use diesel to clean vehicles or equipment, and shall minimize the use of solvents.

The Contractor shall clean or wash vehicles and equipment in a structure equipped with disposal facilities. If using a structure is not possible, vehicles and equipment shall be cleaned or washed in an outside area with the following characteristics:

- A. Located at least 50 feet from storm drainage systems or watercourses,
- B. Paved with AC, HMA, or portland cement concrete,
- C. Surrounded by a containment berm, and
- D. Equipped with a sump to collect and dispose of wash water.

When washing vehicles or equipment with water, the Contractor shall use as little water as possible. Hoses shall be equipped with a positive shutoff valve.

Wash racks shall discharge to a recycle system or to another system approved by the Engineer. Sumps shall be inspected regularly, and liquids and sediments shall be removed as needed.

**Vehicle and Equipment Fueling and Maintenance**

The Contractor shall fuel or perform maintenance on vehicles and equipment off the construction site whenever practical. When fueling or maintenance must be done at the construction site, the Contractor shall designate a site, or sites, and obtain approval from the Engineer before using. The fueling or maintenance site shall be protected from storm water, shall be on level ground, and shall be located at least 50 feet from drainage inlets or watercourses. The WPCM shall inspect the fueling or maintenance site regularly. Mobile fueling or maintenance shall be kept to a minimum.

The Contractor shall use containment berms or dikes around the fueling and maintenance area. Adequate amounts of absorbent spill cleanup material and spill kits shall be kept in the fueling and maintenance area and on fueling trucks. Spill cleanup material and kits shall be disposed of immediately after use. Drip pans or absorbent pads shall be used during fueling or maintenance unless performed over an impermeable surface.

Fueling or maintenance operations shall not be left unattended. Fueling nozzles shall be equipped with an automatic shutoff control. Vapor recovery fueling nozzles shall be used where required by the Air Quality Management District. Nozzles shall be secured upright when not in use. Fuel tanks shall not be topped-off.

The Contractor shall recycle or properly dispose of used batteries and tires.

**Material and Equipment Used Over Water**

Drip pans and absorbent pads shall be placed under vehicles or equipment used over water, and an adequate supply of spill cleanup material shall be kept with the vehicle or equipment. Drip pans or plastic sheeting shall be placed under vehicles or equipment on docks, barges, or other surfaces over water when the vehicle or equipment will be idle for more than one hour.

The Contractor shall provide watertight curbs or toe boards on barges, platforms, docks, or other surfaces over water to contain material, debris, and tools. Material shall be secured to prevent spills or discharge into water due to wind.

**Structure Removal Over or Adjacent to Water**

The Contractor shall not allow demolished material to enter storm water systems or watercourses. The Contractor shall use covers and platforms approved by the Engineer to collect debris. Attachments shall be used on equipment to catch debris on small demolition operations. Debris catching devices shall be emptied regularly and debris shall be handled as provided in "Waste Management" of these special provisions.

The WPCM shall inspect demolition sites within 50 feet of storm water systems or watercourses every day.

**Paving, Sealing, Sawcutting, and Grinding Operations**

The Contractor shall prevent the following material from entering storm drain systems or water courses:

- A. Cementitious material,
- B. Asphaltic material,
- C. Aggregate or screenings,
- D. Grinding or sawcutting residue,
- E. Pavement chunks, or
- F. Shoulder backing.

The Contractor shall cover drainage inlets and use linear sediment barriers to protect downhill watercourses until paving, sealing, sawcutting, or grinding operations are completed and excess material has been removed. Drainage inlets and manholes shall be covered during the application of seal coat, tack coat, slurry seal, or fog seal.

During the rainy season or when precipitation is predicted, paving, sawcutting, and grinding operations shall be limited to places where runoff can be captured. Seal coat, tack coat, slurry seal, or fog seal operations shall not begin if precipitation is predicted for the application or the curing period. The Contractor shall not excavate material from existing roadways during precipitation.

The Contractor shall vacuum up slurry from sawcutting operations immediately after the slurry is produced. Slurry shall not be allowed to run onto lanes open to public traffic or off the pavement.

The Contractor shall collect residue from Portland Cement Concrete grinding operations with a vacuum attachment on the grinding machine. The residue shall not be left on the pavement or allowed to flow across the pavement.

Material excavated from existing roadways may be stockpiled as provided in "Stockpile Management" of these special provisions if approved by the Engineer. AC or HMA chunks used in embankment shall be placed above the water table and covered by at least one foot of material.

Substances used to coat asphalt trucks and equipment shall not contain soap, foaming agents, or toxic chemicals.

#### **Thermoplastic Striping and Pavement Markers**

Thermoplastic striping and preheating equipment shutoff valves shall work properly at all times when on the construction site. The Contractor shall not preheat, transfer, or load thermoplastic within 50 feet of drainage inlets or watercourses. The Contractor shall not fill the preheating container to more than 6 inches from the top. Truck beds shall be cleaned daily of scraps or melted thermoplastic.

The Contractor shall not unload, transfer, or load bituminous material for pavement markers within 50 feet of drainage inlets or watercourses. All pressure shall be released from melting tanks before removing the lid to fill or service. Melting tanks shall not be filled to more than 6 inches from the top.

The Contractor shall collect bituminous material from the roadway after marker removal.

### **Concrete Curing**

The Contractor shall not overspray chemical curing compound. Drift shall be minimized by spraying as close to the concrete as possible. Drainage inlets shall be covered before applying curing compound.

The Contractor shall minimize the use and discharge of water by using wet blankets or similar methods to maintain moisture when curing concrete.

### **Concrete Finishing**

The Contractor shall collect and dispose of water and solid waste from high-pressure water blasting. Drainage inlets within 50 feet shall be covered before sandblasting. The nozzle shall be kept as close to the surface of the concrete as possible to minimize drift of dust and blast material. Blast residue may contain hazardous material.

Containment structures for concrete finishing operations shall be inspected for damage before each day of use and before predicted precipitation. Liquid and solid waste shall be removed from the containment structure after each work shift.

### **Dewatering**

Dewatering shall consist of discharging accumulated storm water, ground water, or surface water from excavations or temporary containment facilities. The Contractor shall discharge water within the limits of the project.

Dewatering discharge shall not cause erosion, scour, or sedimentary deposits that impact natural bedding materials.

The Contractor shall conduct dewatering activities in accordance with the Field Guide for Construction Dewatering available at:

<http://www.dot.ca.gov/hq/construc/stormwater/manuals.htm>

Before dewatering the Contractor shall submit a Dewatering and Discharge Plan to the Engineer in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications and "Water Pollution Control," of these special provisions. At a minimum, the Dewatering and Discharge Plan shall include the following:

- A. A title sheet and table of contents;
- B. A description of the dewatering and discharge operations detailing the locations, quantity of water, equipment, and discharge point;
- C. The estimated schedule for dewatering and discharge (begin and end dates, intermittent or continuous);
- D. Discharge alternatives such as dust control or percolation; and
- E. Visual monitoring procedures with inspection log.

The Contractor shall not discharge storm water or non-storm water that has an odor, discoloration other than sediment, an oily sheen, or foam on the surface and shall notify the Engineer immediately upon discovery.

If water cannot be discharged within the project limits due to site constraints it shall be disposed of in the same manner specified for material in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

### **Payment**

The contract price paid for construction site management shall be included in various items of work and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in spill prevention and control, material management, waste management, non-storm water management, and dewatering and identifying, sampling, testing, handling, and disposing of hazardous waste, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

### **THERMOPLASTIC STRIPING AND PAVEMENT MARKERS**

The work shall consist of applying paint on pavement markings and lay out work as designated by the Engineer, in conformance with these Special Provisions. For layout and location of thermoplastic striping, see sheet SS-1 of the plans.

All additional work necessary to establish satisfactory lines for stripes and 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.

Existing surfaces which are to receive paint material shall be cleaned of all dirt and loose materials.

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

Payment for **Thermoplastic Crosswalk Striping and Yield Lines** and lay out work of striping, shall be at the contract lump sum price and shall include full compensation for furnishing all labor, tools, equipment, mobilization, traffic control, erosion control, demolition, preparation, incidentals, and disposal of excess material, and materials, and doing all the work necessary for work will be at the contract price per lump sum for "Thermoplastic Crosswalk Striping and Yield Lines" (**Bid Item #4**) and no separate payment will be made therefor.

#### **REMOVE & REPLACE PARKING LOT STRIPING (BID ITEM #7)**

Paint for parking stripes, marking words, symbols, arrows and other designated markings shall conform to the provisions in Section 84, of the Caltrans Standard Specifications and these special provisions. Painting material shall be free of lead and chromium, and shall conform to the requirements in the State Specification. For layout and location of parking lot striping, see sheet SS-1 of the plans.

Completed parking stripes shall have clean and well-defined edges, shall be uniform, shall be straight on tangent alignment, and shall be on a true arc on curved alignment.

All additional work necessary to establish satisfactory lines for stripes and 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.

Existing surfaces which are to receive paint material shall be cleaned of all dirt and loose materials.

Payment for **Remove & Replace Parking Lot Striping** shall be at the contract lump sum price and shall include full compensation for furnishing all labor, tools, equipment, mobilization, traffic control, erosion control, demolition, preparation, incidentals, and disposal of excess material, and materials, and doing all the work necessary for work will be at the contract price per lump sum for "**Remove Existing Weeds and Grass in Parking Lot**" (**Bid Item #5**) and no separate payment will be made therefor.

Payment for **Remove Existing Small Tree/Bush in Parking Lot; Backfill and Repair Area** shall be at the contract lump sum price and shall include full compensation for furnishing all labor, tools, equipment, mobilization, traffic control, erosion control, demolition, preparation, incidentals, and disposal of excess material, and materials, and doing all the work necessary for work will be at the contract price per lump sum for "**Remove Existing Small Tree/Bush in Parking Lot; Backfill and Repair Area**" (**Bid Item #6**) and no separate payment will be made therefor.

Payment for **Remove & Replace Parking Lot Striping** shall be at the contract lump sum price and shall include full compensation for furnishing all labor, tools, equipment, mobilization, traffic control, erosion control, demolition, preparation, incidentals, and disposal of excess material, and materials, and doing all the work necessary for work will be at the contract price per lump sum for **"Remove & Replace Parking Lot Striping" (Bid Item #7)** and no separate payment will be made therefor.

#### **FIRE ZONE NO PARKING SIGNAGE, ADA SIGNAGE, AND YIELD TO PEDESTRIAN SIGNAGE (BID ITEM #12)**

All signage shall conform to the CAMUTCD.

All signage shall include post as noted on the plans.

Payment for **Fire Zone No Parking Signage, ADA Signage, and Yield to Pedestrian Signage** shall be at the contract lump sum price and shall include full compensation for furnishing all labor, tools, equipment, mobilization, traffic control, erosion control, demolition, preparation, incidentals, and disposal of excess material, and materials, and doing all the work necessary for work will be at the contract price per lump sum for **"Fire Zone No Parking Signage, ADA Signage, and Yield to Pedestrian Signage" (Bid Item #12)** and no separate payment will be made therefor.

#### **PARKING LOT BOLLARDS (BID ITEM #13)**

For layout and location of parking lot bollards, see sheet LA-1 of the plans. For details of the parking lot bollards see sheet CD-1 of the plans.

Bollard shall be 6" in diameter standard galvanized steel pipe with a minimum wall thickness of 0.188" filled with concrete. The pipe shall have two coats of yellow paint.

Bollard shall stand 3' from the ground and shall sit 1'-4" in the foundation. There shall be a concrete cap on top of the bollard.

The concrete foundation shall be 2'-4" in depth with a 1'-6" diameter.

The bollard shall have a lock 2" from the foundation. The keys for the lock shall be given to the City.

Payment for **Parking Lot Bollards** shall be at the contract lump sum price and shall include full compensation for furnishing all labor, tools, equipment, mobilization, traffic control, erosion control, demolition, preparation, incidentals, and disposal of excess material, and materials, and doing all the work necessary for work will be at the contract price per lump sum for **"Parking Lot Bollards" (Bid Item #13)** and no separate payment will be made therefor.

## **WATER POLLUTION CONTROL**

Water pollution control work shall conform to the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications, section of these special provisions entitled "Relations With California Regional Water Quality Control Board," and these special provisions.

The Contractor shall perform water pollution control work in conformance with the requirements in the "Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual" and its addenda in effect on the day the Notice to Bidders is dated. This manual is referred to as the "Preparation Manual." Copies of the Preparation Manual may be obtained from:

State of California  
Department of Transportation  
Publication Distribution Unit  
1900 Royal Oaks Drive  
Sacramento, CA 95815  
Telephone: (916) 445-3520

OR

<http://www.dot.ca.gov/hq/construc/stormwater/stormwater1.htm>

Before the start of job site activities, the Contractor shall provide training for project managers, supervisory personnel, and employees involved with water pollution control work. The training shall include:

- A. Rules and regulations
- B. Implementation and maintenance for:
  - 1. Temporary Soil Stabilization
    - (1) Temporary Sediment Control
    - (2) Tracking Control
  - 2. Wind Erosion Control

The Contractor shall designate in writing a Water Pollution Control Manager (WPCM). The Contractor shall submit a statement of qualifications describing the training, work history, and expertise of the proposed WPCM. The qualifications shall include either:

- A. A minimum of 24 hours of Department approved storm water management training described at Department's Construction Storm Water and Water Pollution Control web site.
- B. Certification as a Certified Professional in Erosion and Sediment Control (CPESC).

The WPCM shall be:

- A. Responsible for water pollution control work.
- B. The primary contact for water pollution control work.
- C. Have authority to mobilize crews to make immediate repairs to water pollution control practices.

The Contractor may designate one manager to prepare the WPCP and a different manager to implement the plan. The WPCP preparer shall meet the training requirements for the WPCM

#### **Water Pollution Control Program**

The Contractor shall submit a Water Pollution Control Program (WPCP) to the Engineer for approval. The WPCP shall conform to the requirements in the Preparation Manual and these special provisions.

The WPCP shall include water pollution control practices:

- A. For storm water and non-storm water from areas outside of the job site related to construction activities for this contract such as:
  - 1. Staging areas.
  - 2. Storage yards.
  - 3. Access roads.
- B. Appropriate for each season as described in "Implementation Requirements" of these special provisions.

The WPCP shall include a schedule that:

- A. Describes when work activities that could cause water pollution will be performed.
- B. Identifies soil stabilization and sediment control practices for disturbed soil area.
- C. Includes dates when these practices will be 25, 50, and 100 percent complete.
- D. Shows 100 percent completion of these practices before the rainy season.

The WPCP shall include the following temporary water pollution control practices and their associated contract items of work as shown on the plans or specified in these special provisions:

- A. Temporary Soil Stabilization
- B. Temporary Sediment Control
- C. Tracking Control
- D. Wind Erosion Control
- E. Non-Storm Water Management
- F. Waste Management and Materials Pollution Control

Within five (5) business days of the date the work is to commence pursuant to the NTP, the Contractor shall submit the SWPPP/WPCP as part of its Initial Project Submittal Package for the City Engineer's review.

The Contractor may proceed with construction activities if the Engineer conditionally approves the WPCP while minor revisions are being completed. If the Engineer fails to complete the review within the time allowed and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay, the Contractor will be compensated for resulting losses, and an extension of time will be granted, as provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

If there is a change in construction schedule or activities, the Contractor shall prepare an amendment to the WPCP to identify additional or revised water pollution control practices. The Contractor shall submit the amendment to the Engineer for review within a time agreed to by the Engineer not to exceed the number of days specified for the initial submittal of the WPCP. The Engineer will review the amendment within the same time allotted for the review of the initial submittal of the WPCP.

If directed by the Engineer or requested in writing by the Contractor and approved by the Engineer, changes to the water pollution control work specified in these special provisions will be allowed. Changes may include addition of new water pollution control practices. The Contractor shall incorporate these changes in the WPCP. Additional water pollution control work will be paid for as extra work in accordance with Section 4-1.03D, "Extra Work," of the Standard Specifications.

The Contractor shall keep a copy of the approved WPCP at the job site. The WPCP shall be made available when requested by a representative of the Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency, or the local storm water management agency. Requests from the public shall be directed to the Engineer.

#### **Implementation Requirements**

The Contractor's responsibility for WPCP implementation shall continue throughout any temporary suspension of work ordered in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications.

If the Contractor or the Engineer identifies a deficiency in the implementation of the approved WPCP, the deficiency shall be corrected immediately, unless an agreed date for correction is approved in writing by the Engineer. The deficiency shall be corrected before the onset of precipitation. If the Contractor fails to correct the deficiency by the agreed date or before the onset of precipitation, the City may correct the deficiency and deduct the cost of correcting deficiencies from payments.

The Contractor shall construct permanent water pollution control items identified in the WPCP as specified in "Order of Work" of these special provisions. The Contractor shall maintain the permanent water pollution control items in the locations and condition shown on the plans throughout the duration of the project.

**Year-Round**

The Contractor shall monitor the National Weather Service weather forecast on a daily basis during the contract. The Contractor may use an alternative weather forecasting service if approved by the Engineer. Appropriate water pollution control practices shall be in place before precipitation.

The Contractor may discontinue earthwork operations for a disturbed area for up to 21 days and the disturbed soil area will still be considered active. When earthwork operations in the disturbed area have been completed, the Contractor shall implement appropriate water pollution control practices within 15 days or before predicted precipitation, whichever occurs first.

Soil stabilization and sediment control practices conforming to these special provisions shall be in place during the rainy season between October 15th and May 1st.

The Contractor shall implement soil stabilization and sediment control practices a minimum of 10 days before the start of the rainy season.

**Inspection and Maintenance**

The WPCM shall inspect the water pollution control practices identified in the WPCP as follows:

- A. Before a forecasted storm,
- B. After precipitation that causes site runoff,
- C. At 24-hour intervals during extended precipitation,
- D. On a predetermined schedule, a minimum of once every 2 weeks outside of the defined rainy season, and
- E. On a predetermined schedule, a minimum of once a week during the defined rainy season.

The WPCM shall oversee the maintenance of the water pollution control practices.

The WPCM shall use the Storm Water Quality Construction Site Inspection Checklist provided in the Preparation Manual or an alternative inspection checklist provided by the Engineer. A copy of the completed site inspection checklist shall be submitted to the Engineer within 24 hours of finishing the inspection.

The Contractor may suspend inspections of water pollution control practices during plant establishment work upon written approval from the Engineer.

**Reporting Requirements**

If the Contractor identifies discharges into surface waters or drainage systems causing or potentially causing pollution or if the project receives a written notice or order from a regulatory agency, the Contractor shall immediately inform the Engineer. The Contractor shall submit a written report to the Engineer within 7 days of the discharge, notice, or order. The report shall include the following information:

- A. The date, time, location, and nature of the operation, type of discharge and quantity, and the cause of the notice or order.
- B. The water pollution control practices used before the discharge, or before receiving the notice or order.
- C. The date of placement and type of additional or altered water pollution control practices placed after the discharge or after receiving the notice or order.
- D. A maintenance schedule for affected water pollution control practices.

### **Payment**

During each estimate period the Contractor fails to conform to the provisions in this section, "Water Pollution Control," or fails to implement the water pollution control practices shown on the plans or specified elsewhere in these special provisions as items of work, the City will withhold 25 percent of the progress payment.

Withholds for failure to perform water pollution control work will be in addition to all other withholds provided for in the contract. The City will return performance-failure withholds in the progress payment following the correction for noncompliance.

The contract price paid for prepare water pollution control program shall be included in various items of work and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in preparing, obtaining approval of, and amending the WPCP and inspecting water pollution control practices as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Payments for prepare water pollution control program will be made as follows:

- A. After the WPCP has been approved by the Engineer, up to 75 percent of the contract item price for prepare water pollution control program will be included in the monthly progress estimate.
- B. After acceptance of the contract in conformance with the provisions in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, payment for the remaining percentage of the contract item price for prepare water pollution control program will be made in conformance with the provisions in Section 9-1.07A, "Payment Prior to Proposed Final Estimate."

Implementation of water pollution control practices in areas outside the street right of way not specifically provided for in the WPCP or in these special provisions will not be paid for.

Water pollution control practices for which there are separate contract items of work will be measured and paid for as those contract items of work.

## **TRAFFIC CONTROL AND PEDESTRIAN ACCESS**

A. DESCRIPTION. A traffic control system shall consist of closing traffic lanes in accordance with the details shown on T-11 of the 2010 Caltrans Standard Plans, the contract plans, the provisions of Section 12, "Temporary Traffic Control" of the 2010 Caltrans 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.

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 7-1.04, "Public Safety," of the 2010 Caltrans Standard Specifications.

Each vehicle used to place, maintain, and remove components of a traffic control system on multilane streets shall be equipped with a Type II flashing arrow sign which shall be in operation when the vehicle is being used for placing, maintaining, or removing said components. The sign shall be controllable by the operator of the vehicle while the vehicle is in motion.

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.

At the end of each work day or shorter duration work period, all components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way shall be removed from the traveled way and shoulder.

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 block of their homes.

The Contractor shall have an approved Traffic Control Plan prior to commencing of work in the field. Contractor shall submit subsequent additions to the Traffic Control Plan, in 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.

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. To minimize damage to exposed road subgrade areas during the project, the Contractor will be required to partially or completely repave subgrade areas within 24 hours of exposure.

If traffic signal inductive vehicle loop detectors and lead-in wiring not designated to be replaced on the Plans are damaged during the course of the construction period, they shall be replaced as soon as work is completed or as directed by the Engineer. The cost of replacing damaged loop detectors including detector hand holes or any other necessary repairs to the components of the traffic signal system shall be included in the cost of traffic control. No additional payment shall be made therefor.

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.

To minimize the disruption to public traffic, the Contractor shall:

1. Permit local traffic to pass through the work with the least possible inconvenience or delay.
2. Maintain 24-hour access to existing driveways, commercial and residential, within the vicinity of the work area, keeping them open and in good, safe condition at all times (includes constructing temporary ramps for access).
3. Remove or repair any condition resulting from the work that might impede traffic or create a hazard.

To protect the right of abutting property owners, the Contractor shall:

- a. Conduct the construction so that the least inconvenience as possible is caused to abutting property owners.
- b. Maintain ready access to houses or businesses along the line of work, including the construction of temporary ramps for access.
- c. Notify all parties at least five (5) days, and again in 72 hours, in advance of work which would affect their access.

The following are requirements for Pedestrian Safety:

1. Contractor shall submit a redlined Pedestrian Safety Plan prior to each stage of construction. The Pedestrian Safety Plan will be prepared at 1"=20' scale on base plots provided by the City.
2. Pedestrian Safety Plan will show approved devices for directing pedestrians away from construction hazards.
3. Contractor will provide continuous ADA access through the site at all times, keeping in mind especially pedestrians with mobility, visual or auditory impairments.
4. Pedestrian Safety Plan will show trench plating and pedestrian safety from open excavations.
5. Pedestrian Safety Plan will show notes and devices for providing continuous safe access to crosswalks and curb ramps.
6. Contractor shall host a monthly safety meeting for his crews and the subcontractor crews. Contractor shall provide written proof of Contractor Safety Meeting. Safety Meeting topics will include, but not be limited to:
  - a. Review of the requirements for Pedestrian Safety Plan
  - b. Proper conduct towards the public, businesses, park users, school children, cyclists, people with disabilities, and residents.
  - c. Proper driving requirements
  - d. Excavation and trenching protection

The Contractor shall be responsible for providing adequate safeguards, safety devices, protective equipment, and any other needed actions to protect life, health, and safety of the public, and to protect property in connection with the performance of the work covered by the contract. The Contractor shall perform any measures or actions the City or the Engineer may deem necessary to protect the public and property.

The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays and designated legal holidays, and when construction operations are not actively in progress.

Temporary differences in height of surfacing of over one-inch (1"), between one lane and another, shall be clearly marked with appropriate traffic control devices. Such differences in height shall not be allowed during non-working hours, unless approved beforehand by the City Engineer.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if in the opinion of the Engineer public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer has indicated his written approval. All other modifications will be made by contract change order.

The adjustment provisions in the 2010 Caltrans Standard Specifications, Section 4.1.05, Changes, shall not apply to the item of traffic control system. Any adjustment in compensation for traffic control systems due to an increase or decrease in the amount of traffic control system required by changes ordered by the City Engineer will be made on the basis of the cost of the increased or decreased traffic control necessary. Such adjustment will be made on a force-account basis as provided in Section 9-1.04, Force Account payment of the 2010 Caltrans Standard Specifications for increased work.

B. MEASUREMENT. The quantity for “**Traffic Control & Pedestrian Access**” will be measured with various items of work.

C. PAYMENT. The contract price paid for “**Traffic Control & Pedestrian Access**” shall be included in various items of work and 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, preparing Pedestrian Safety Plans, hosting Contractor Safety Meetings, placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic control system, including supervision, as shown on the 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 price paid for Traffic Control in various items of work and no additional compensation will be allowed therefore, the shared cost for providing flagging as specified in 12-1.03 “Flagging Cost”, of the Standard Specifications, shall not apply to the item of traffic control.

## **REMOVE AND REPLACE CONCRETE (CURB, SIDEWALK, AND RAMP)**

The Contractor should be aware that existing curbs may be more than fifteen inches in depth and existing gutters may be more than eight inches in thickness and sidewalk may be more than three inches in thickness.

A power driven pavement saw shall be used to cut existing Portland cement concrete sidewalk, curb ramp, and curb 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.

Installation of curbs, Sidewalk, and Curb Ramps shall be Portland Cement Concrete Class "A" unless otherwise specified. They 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. Note that Section 90 was completely replaced by the 11-30-10 Standard Amendments.

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".

All concrete with exposed surfaces, such as sidewalk, curb, local depressions, and catch basins tops shall be colored by adding to the mix a proportionate amount of the best quality lampblack, such proportion to be 1 1/2 lbs. lampblack per each cubic yard.

All new or previously existing concrete surfaces shall be left neat, clean and free from concrete droppings. The Contractor shall be responsible for preventing vandals or others from disfiguring or defacing the finished surfaces. Any new concrete surfaces disfigured due to pouring late in the day, or due to the failure on the part of the Contractor to provide adequate protection or covering to the new surfaces, shall be replaced at the Contractor's expense. The work shall conform to Construction Site Control and Clean Up sections herein.

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

See attached Exhibit D, City of Alameda Standard Plans for Curb, Gutter, Sidewalk and Driveway.

Gutter shall be 8 inches (8") in thickness and 18 inches (18") in width, or as shown on the plans, or as needed to conform with existing gutter.

Curb ramps shall be four-inch (4") in thickness.

Driveway shall be six-inch (6") in thickness.

**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.**

Damage to existing sidewalk or driveways beyond the limits shown on the plans, field or reconstruction required by the Engineer, caused by carelessness or inefficiency of the Contractor, shall be repaired or replaced at his expense.

Aggregate base shall be placed under new curb and gutter and shall be four-inches (4") in thickness except where additional depth is indicated on the plans.

Pedestrian Pathway shall have six-inches (6") in thickness aggregate base with two-inches (2") in thickness asphalt concrete on top.

Asphalt concrete pavement areas opened for curb and gutter shall be backfill with aggregate base and repaved with 6" HMA plug. Maximum width for pavement shall be one-foot (1').

#### Demolition/Removal:

Excavate and prepare site as proposed in the plans and specification. Replace all concrete and asphalt surfaces to match existing height of adjacent surface. Contractor shall remove debris from work site daily.

#### Payment

Payment for construction of new **pedestrian pathway** shall include full compensation for furnishing all labor, tools, equipment, mobilization, traffic control, sawcutting, removal, disposal, erosion control, demolition, preparation and compaction of aggregate base, excavation, aggregate base and backfill, HMA backfill, and disposal of excess material, and materials, and doing all the work necessary for work will be at the contract price per square foot for **"2" Asphalt Concrete 6" Aggregate Base"** (Bid Item #2) and no separate payment will be made therefor.

Payment for construction of new **6" vertical curb** shall include full compensation for furnishing all labor, tools, equipment, mobilization, traffic control, sawcutting, removal, disposal, erosion control, demolition, preparation and compaction of aggregate base, excavation, aggregate base and backfill, HMA backfill, and disposal of excess material, and materials, and doing all the work necessary for work will be at the contract price per linear foot for **"6" Vertical Curb"** (Bid Item #8) and no separate payment will be made therefor.

Payment for construction of new **Curb Ramp** shall include full compensation for furnishing all labor, tools, equipment, mobilization, traffic control, sawcutting, removal, disposal, erosion control, demolition, preparation and compaction of aggregate base, excavation, aggregate base and backfill, HMA backfill, and disposal of excess material, and materials, and doing all the work necessary for work will be at the contract price per unit for **"Curb Ramp"** (Bid Item #9) and no separate payment will be made therefor.

Payment for construction and installation of new **30" Culvert** include full compensation for furnishing all labor, tools, equipment, mobilization, traffic control, sawcutting, removal, disposal, erosion control, demolition, preparation and compaction of aggregate base, excavation, aggregate base and backfill, HMA backfill, and disposal of excess material, and materials, and doing all the work necessary for work will be at the contract price per linear foot for **"30" Culvert"** (Bid Item #11) and no separate payment will be made therefor.

Payment for construction and installation of new **Truck Loading Driveway** include full compensation for furnishing all labor, tools, equipment, mobilization, traffic control, sawcutting, removal, disposal, erosion control, demolition, preparation and compaction of aggregate base, excavation, aggregate base and backfill, HMA backfill, and disposal of excess material, and materials, and doing all the work necessary for work will be at the contract price per lump sum for **"Truck Loading Driveway" (Bid Item #14)** and no separate payment will be made therefor.

#### **REMOVE EXISTING CROSSWALK AND SIGNS; FURNISH AND INSTALL D4-1 SIGN (BID ITEM #1)**

This work includes removal of existing crosswalk and removing two existing sign on post; furnishing and installing two D4-1 "Public Parking" sign on existing post. Location of the existing crosswalk and signs are shown on sheet SS-1 of the plans.

Payment to **Remove Existing Crosswalk and Signs and Furnish and Install D4-1 Sign** include full compensation for furnishing all labor, tools, equipment, mobilization, traffic control, erosion control, demolition, and disposal of excess material, and materials, and doing all the work necessary for work will be at the contract price per lump sum for **"Remove Existing Crosswalk and Signs and Furnish and Install D4-1 Sign" (Bid Item #1)** and no separate payment will be made therefor.

#### **HOT MIX ASPHALT**

This work includes installation of hot mix asphalt (HMA) between the lip of gutter and the existing pavement; the 2" HMA on top of the pedestrian pathway; the full depth in the landing area extension; and 2" HMA utility patch in the parking lot and crosswalk area. The Engineer determines the exact limits of replaced asphalt concrete work.

##### Materials

HMA Type A and tack coat shall comply with the specifications in Section 39-1.02, "Materials" of the Standard Specifications.

The grade of asphalt binder mixed with aggregate for HMA shall be PG 64-16.

All aggregate for HMA shall comply with the 1/2 - inch grading.

##### Construction

Pave replacement HMA under Section 39-2, "Standard," of the Standard Specifications, as currently amended.

##### Payment

Unless otherwise specified in the Special Provisions, measurement and payment for paving and surfacing items of work will be as specified herein.

Payment for construction of new **pedestrian pathway** shall include full compensation for furnishing all labor, tools, equipment, mobilization, traffic control, erosion control, demolition, and for doing all the work involved in placing asphalt concrete pavement including surface preparation, public noticing, compaction, tack coat and HMA (using paver machine), furnishing and supplying water, and doing all the work necessary for work will be at the contract price per square foot for "2" Asphalt Concrete 6" Aggregate Base" (**Bid Item #2**) and no separate payment will be made therefor.

Payment for construction of new **extended pedestrian landing area** shall include full compensation for furnishing all labor, tools, equipment, mobilization, traffic control, erosion control, demolition, and for doing all the work involved in placing asphalt concrete pavement including surface preparation, public noticing, compaction, tack coat and HMA (using paver machine), furnishing and supplying water, and doing all the work necessary for work will be at the contract price per square foot for "Asphalt Concrete Conform to Existing Full Depth" (**Bid Item #3**) and no separate payment will be made therefor.

Payment for **2" HMA Utility Patch** in the parking lot and **crosswalk area with 2' wide paver** shall include full compensation for furnishing all labor, tools, equipment, mobilization, traffic control, erosion control, demolition, and for doing all the work involved in placing asphalt concrete pavement including surface preparation, public noticing, compaction, tack coat and HMA, furnishing and supplying water, and doing all the work necessary for work will be at the contract price per linear foot for "2" HMA Utility Patch in Parking Lot and Crosswalk Area (2' wide)" (**Bid Item #15**) and no separate payment will be made therefor.

You may request the Engineer's approval to leave rejected replacement HMA in place. If the Engineer approves, you must accept a reduction in the payment for the rejected replacement HMA.

#### **DETECTABLE WARNINGS (BID ITEM #10)**

Detectable warnings for newly removed/replaced 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 that will not be removed/replaced under this contract, shall be ADA Solutions, Inc., Surface Applied Panel System, or approved equal. Contractor shall apply a single panel on each curb ramp, and two or three panels at each flush return, at corners with adjacent new pavement installations, 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.

**Payment.** Full compensation for furnishing and installing curb ramp detectable warning surfaces (“**Detectable Warning**”) shall be paid for at the contract square foot price per detectable warning location. Such payment shall include full compensation for furnishing all labor, tools, equipment, mobilization, and materials, and doing all the work necessary for construction of work including mobilization, preparation, cleaning of concrete and clean up.

**RECTANGULAR RAPID FLASHING BEACON SYSTEM (RRFB System) (BID ITEM #16)**

This work shall consist of installing three (3) City-furnished threefour (4) rectangular rapid flashing beacon (RFFB) assemblies which comply with the guidelines set forth and located in the Federal Highway Administration Interim Approval Memorandum 1A-11 and its official interpretation 4(09)-4(I).

Each solar-powered, wireless, radio-communicated assembly, with battery-powered backup system, shall provide for pedestrian-activated push buttons on each side of the crosswalk that simultaneously commence operation of the RRFBs located at the crosswalk, and in advance of the crosswalk. Two (2) sets of solar-powered rectangular rapid flashing beacons located at the crosswalk shall be capable of being viewed by motorists approaching the crosswalk from both directions, (bi-directional), and include a single, side-mounted LED array, advising pedestrians of RRFB activation.

Two (2) solar-powered rectangular rapid flashing beacon located in advance of the crosswalk, shall be viewed by motorists in one direction.

Two (2) pair of front and back solar-powered rectangular rapid flashing beacon located at the crosswalk, shall be viewed by motorists in both direction.

Four (4) free-standing solar panel units shall be mounted on top of each pole supporting the RRFB set.

Four (4) supporting poles must include all mounting hardware to support ground installation, as well as installation of the various assembly items.

**MUTCD 2014-Compliant Signs:**

Four (4) W11-2 Crossing Assembly Signs, two each to be mounted back to back on each pole at the crosswalk; Four (4) W16-7p signs, two each to be mounted back to back on each pole at the crosswalk.

Two (2) W11-2 Crossing Advance Crossing Assembly Signs and two (2) W16-9P sign, to be mounted on the advanced RRFB pole.

Each RRFB at the crosswalk shall be activated by push button. The push button shall be fully ADA compliant and shall require no more than 2lbs. of pressure to activate.

The control unit shall be housed in a durable enclosure and shall be attached to the mounting pole. The control unit shall be readily accessible and easily and fully interchangeable. The control units should be capable of synchronizing operation with other control units.

### **Construction Requirements**

#### Beacon Dimensions and Placement in Sign Assembly

- The crosswalk assembly shall include four (4) high intensity LED fixtures with 2 units on the front side and 2 units on the back side, which deliver dual indication to motorists approaching from two different directions. Each LED unit shall also be capable of swiveling up to 40 degrees left or right of center to direct the maximum LED light to approaching traffic. Each RRFB indication shall be a minimum size of 5" wide x 2" high. The advance assembly shall include two (2) LED fixtures, visible in one direction of travel.
- The two RRFB indications shall be aligned horizontally, with the longer dimension horizontal, and a minimum space between the two indications of approximately seven inches (7"), measured from the inside edge of one indication to the inside edge of the other indication.
- The outside edges of the two indications, including any housing, shall not protrude beyond the outside edges of the integral signage of the RRFB.
- The housing units shall also include a high intensity amber LED mounted on the street side of the assembly, which will flash upon the receipt of an incoming digital radio signal from either one of the assemblies. This is intended to provide pedestrians confirmation that the assembly across the street has been activated.

#### Push Button

- The push button shall be ADA compliant and require no more than 2lbs. of pressure for activation. The button must be designed so that ice cannot form such that it would impede the function of the button.
- The pushbutton shall have transient surge protection that shall include at a minimum, a resistor and TVS diode at the input connection. The pushbutton assembly shall be vandal resistant designed to withstand impacts from heavy objects. The button body must have raised ridges on all sides to protect button cap against side impacts. The button shall be designed so that it cannot be made to stay on. If the event the button is pressed for longer than 10 seconds, it shall reset itself and work normally even if it is still being held in.
- The button shall be completely sealed and the electronics shall be encapsulated so that the button can function even after being immersed in water for an extended period of time.

**Method of Measurement:** A Rectangular Rapid Flashing Beacon Assembly unit shall include all items installed and make it operational in both approach directions at the crosswalk and single direction in advance of the crosswalk, including the signal assembly foundation, installing anchor posts, support posts, signs, arrays of RRFB indications, push button assembly with user instructional sign, controller unit, confirmation indication light, mounting hardware, battery and components.

**Payment** shall be the contract lump sum price for installation of footings and RRFB systems (“**Footings and Install RRFB System**”) at four locations as identified in the plans, and shall include full compensation for furnishing all labor, tools, material, and equipment, and doing all the work necessary for installation of four complete RRFB systems, including all tests and adjustments to provide a complete operating and functional system.

Full compensation for all additional materials and labor not shown on the plans or specified, which are necessary to complete the RRFB construction, shall be considered as included in the lump sum price bid and no additional compensation will be allowed therefore.

# BIDDER'S PROPOSAL

## EXHIBIT B

Specifications and Special Provisions

Proposal to the COUNCIL of the CITY OF ALAMEDA:

Filed:

Alameda Ferry Terminal Access Improvement Project

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

Item No.	Approximate Quantity	Items with Unit Prices ( <i>Written in Words</i> )	Unit Price	Price
1.	1 LS	Remove Existing Crosswalk and Signs; Furnish and Install D4-1 Sign  @ <u>One thousand five hundred</u> <u>dollars, zero cents</u> Lump Sum	\$ 1,500.00	\$ 1,500.00
2.	500 SF	2" Asphalt Concrete 6" Aggregate Base (Pod Pathway) @ <u>Fourteen dollars, zero</u> <u>cents</u> Square Foot	\$ 14.00	\$ 7,000.00

RAY'S ELECTRIC  
411 PENDLETON WAY  
SUITE B  
OAKLAND, CA 94621

Item No.	Approximate Quantity	Items with Unit Prices ( <i>Written in Words</i> )	Unit Price	Price
3.	400 SF	Asphalt Concrete Conform to Existing Full Depth (Ped Extended Landing) @ <u>Eleven dollars, fifty cents</u> Square Foot	\$ <u>11.50</u>	\$ <u>4,600.00</u>
4.	1 LS	Thermoplastic Crosswalk Striping and Yield Lines @ <u>Two thousand two hundred dollars, zero cents</u> Lump Sum	\$ <u>2,200.00</u>	\$ <u>2,200.00</u>
5.	1 LS	Remove existing weeds and grass in Parking Lot @ <u>Two thousand two hundred fifty dollars, zero cents</u> Lump Sum	\$ <u>2,250.00</u>	\$ <u>2,250.00</u>
6.	1 LS	Remove existing small tree/bush in Parking Lot. Backfill and Repair Area @ <u>One thousand five hundred dollars, zero cents</u> Lump Sum	\$ <u>1,500.00</u>	\$ <u>1,500.00</u>

**RAY'S ELECTRIC**  
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**OAKLAND, CA 94621**

Item No.	Approximate Quantity	Items with Unit Prices (Written in Words)	Unit Price	Price
7.	1 LS	Remove & Replace Parking Lot Striping		
		@ <u>Nine thousand four hundred</u>		
		<u>thirty dollars, zero cents</u>	\$ <u>9,430.00</u>	\$ <u>9,430.00</u>
		Lump Sum		
8.	55 LF	6" Vertical Curb		
		@ <u>Seventy dollars, zero cents</u>		
			\$ <u>70.00</u>	\$ <u>3,850.00</u>
		Linear Foot		
9.	3 EA	Curb Ramps		
		@ <u>Four thousand five</u>		
		<u>hundred dollars, zero cents</u>	\$ <u>4,500.00</u>	\$ <u>13,500.00</u>
		Each		
10.	90 SF	Detectable Warning		
		@ <u>Twenty five dollars, zero</u>		
		<u>cents</u>	\$ <u>25.00</u>	\$ <u>2,250.00</u>
		Square Foot		

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Item No.	Approximate Quantity	Items with Unit Prices ( <i>Written in Words</i> )	Unit Price	Price
11.	10 LF	30" Culvert		
		@ <u>Six hundred dollars,</u>		
		<u>zero cents</u>	\$ 600.00	\$ 6,000.00
		Linear Foot		
12.	1 LS	Fire Zone No Parking Signage, ADA Signage, and Yield to Pedestrian Signage		
		@ <u>Two thousand one hundred</u>		
		<u>forty five dollars, zero cents</u>	\$ 2,145.00	\$ 2,145.00
		Lump Sum		
13.	1 LS	Parking Lot Bollards		
		@ <u>Ten thousand dollars,</u>		
		<u>zero cents</u>	\$ 10,000.00	\$ 10,000.00
		Lump Sum		
14.	1 LS	Truck Loading Driveway		
		@ <u>Sixteen thousand dollars,</u>		
		<u>zero cents</u>	\$ 16,000.00	\$ 16,000.00
		Lump Sum		

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Item No.	Approximate Quantity	Items with Unit Prices ( <i>Written in Words</i> )	Unit Price	Price
15.	125 LF	2" HMA Utility Patch in Parking Lot and Crosswalk Area(2' wide)		
		@ <u>Forty three dollars,</u>		
		<u>zero cents</u>	\$ <u>43.00</u>	\$ <u>5,375.00</u>
		Linear Foot		

16.	1 LS	City Furnished RRFB Installation		
		@ <u>Eleven thousand dollars,</u>		
		<u>zero cents</u>	\$ <u>11,000.00</u>	\$ <u>11,000.00</u>
		Lump Sum		

**TOTAL BID:** \$ 98,600.00

**TOTAL BID WRITTEN IN WORDS:**

Ninety eight thousand six hundred dollars, zero cents

Amount of Time Required to Commence  
Work After Receipt of Notice to Proceed:

5 Working Days

Note: The City may suspend the Agreement for a period of time not to exceed 120 days and require the Contractor to hold its bid prices listed in its proposal form during that suspension time period.

**RAY'S ELECTRIC  
411 PENDLETON WAY  
SUITE B  
OAKLAND, CA 94621**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/3/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Stanley M. Davis & Company Insurance Brokers 250 Juana Avenue, Suite 201 P.O. Box 127 San Leandro CA 94577		<b>CONTACT</b> NAME: Jackie Van Cleave PHONE (A/C No. Ext): (510) 895-4800 FAX (A/C No.): (510) 895-3995 E-MAIL: jackie@smdinsurance.com ADDRESS:	
<b>INSURED</b> Gruendl Inc., DBA: Ray's Electric Inc. 411 Pendleton Way Oakland CA 94621		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: The Travelers Companies Inc. NAIC # 39357 INSURER B: Travelers Property Casualty Co. INSURER C: Travelers Property Casualty Co. INSURER D: Golden Eagle Insurance Corp. INSURER E: INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: 15-16 WC+all

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	Y	DTC06402N106	6/11/2015	6/11/2016	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input checked="" type="checkbox"/> PD Deductible \$5000.					MED EXP (Any one person) \$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000	
						PRODUCTS - COMP/OP AGG \$ 2,000,000	
						\$	
B	AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per person) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS	X	Y	DT8106402N106	6/11/2015	6/11/2016
	<input checked="" type="checkbox"/> Comprehensive	<input checked="" type="checkbox"/> COLLISION				PROPERTY DAMAGE (Per accident) \$	
B	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR				Uninsured motorist combined \$ 60,000	
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ 2,000,000	
	DED	RETENTION \$ 10,000				AGGREGATE \$ 2,000,000	
						\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A			OTH-ER	
						E.L. EACH ACCIDENT \$ 1,000,000	
D	Equipment Leased/rented					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
	Installation Floater					E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
						Limit: \$70,000-ACV Ded \$1,000.	
						Limit: \$10,000. Ded \$5,000.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Job: Alameda Ferry Terminal Access Improvement Project

City of Alameda, its City Council, boards and commissions, officers, and employees are named as additional insured with waiver for general & auto liability as per endorsement form CG D2 46 08 06, CG D3 16 11 11 & CA TT3 53 03 10 attached.

**CERTIFICATE HOLDER**

JNavarro@alamedaca.gov

City of Alameda  
Public Works Department  
Attn: Virendra Patel  
950 West Mall Square, Room 110  
Alameda, CA 94501

**CANCELLATION**

Date

Lucrétia AM, City Risk Manager  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

Jackie Van Cleave/JVC

ACORD 25 (2010/05)

INS025 (201005).01

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
  - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
  - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
  - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
    - I. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
    - II. Supervisory, inspection, architectural or engineering activities.
- c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
  - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

CITY OF ALAMEDA  
Risk Management

Date: 2-9-16  
Signature: [Signature]  
Lucretia Akil, City Risk Manager

## COMMERCIAL GENERAL LIABILITY

- I. How, when and where the "occurrence" or offense took place;
  - II. The names and addresses of any injured persons and witnesses; and
  - III. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- I. Immediately record the specifics of the claim or "suit" and the date received; and
  - II. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

### 6. The following definition is added to SECTION V. - DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>A. Aircraft Chartered With Pilot</li> <li>B. Damage To Premises Rented To You</li> <li>C. Increased Supplementary Payments</li> <li>D. Incidental Medical Malpractice</li> <li>E. Who Is An Insured – Newly Acquired Or Formed Organizations</li> <li>F. Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries</li> <li>G. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises</li> </ul> | <ul style="list-style-type: none"> <li>H. Blanket Additional Insured – Lessors Of Leased Equipment</li> <li>I. Blanket Additional Insured – States Or Political Subdivisions – Permits</li> <li>J. Knowledge And Notice Of Occurrence Or Offense</li> <li>K. Unintentional Omission</li> <li>L. Blanket Waiver Of Subrogation</li> <li>M. Amended Bodily Injury Definition</li> <li>N. Contractual Liability – Railroads</li> </ul> |
|--|---|

### PROVISIONS

#### A. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., Aircraft, Auto Or Watercraft, In Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

#### B. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion j., Damage To Property, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY is deleted.

2. The following replaces the last paragraph of Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A. BODILY

### INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions c. and g. through n. do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water;

unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of SECTION III – LIMITS OF INSURANCE.

CITY OF ALAMEDA  
 Risk Management  
 Date 2-9-16  
 Signature  
 Lucretia Akil, City Risk Manager

## COMMERCIAL GENERAL LIABILITY

### 3. The following replaces Paragraph 6. of SECTION III – LIMITS OF INSURANCE:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
  - b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.
4. The following replaces Paragraph a. of the definition of "insured contract" in the DEFINITIONS Section:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";
5. The following is added to the DEFINITIONS Section:
- "Premises damage" means "property damage" to:
- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
  - b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.
6. The following replaces Paragraph 4.b.(1)(b) of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:
- (b) That is insurance for "premises damage"; or
7. Paragraph 4.b.(1)(c) of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted.

### C. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGE:
- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
2. The following replaces Paragraph 1.d. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGE:
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

### D. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the DEFINITIONS Section:  
"Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.
2. The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:  
Paragraph (1)(d) above does not apply to "bodily injury" arising out of providing or failing to provide:  
  - (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or
  - (ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., Exclusions, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

**E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED:**

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

**F. WHO IS AN INSURED – BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES**

The following is added to **SECTION II – WHO IS AN INSURED:**

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.

No such subsidiary is an Insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.

## COMMERCIAL GENERAL LIABILITY

### G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

### H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

### I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required

## COMMERCIAL GENERAL LIABILITY

by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

- a. Any "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

### J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., Duties In The Event Of Occurrence, Offense, Claim or Suit, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II - Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

- (i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company; or

(iii) An executive officer or director of any other organization;

that is your partner, joint venture member or manager; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

### K. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., Representations, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

### L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

## COMMERCIAL GENERAL LIABILITY

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of that contract or agreement.

### M. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the DEFINITIONS Section:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

### N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:
  - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.

✓ #DT8106402N106

Gruendl Inc. DBA: Ray's Electric Inc.

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**GENERAL DESCRIPTION OF COVERAGE** - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |  |
|---|--|
| <p>A. BROAD FORM NAMED INSURED</p> <p>B. BLANKET ADDITIONAL INSURED</p> <p>C. EMPLOYEE HIRED AUTO</p> <p>D. EMPLOYEES AS INSURED</p> <p>E. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS</p> <p>F. HIRED AUTO - LIMITED WORLDWIDE COVERAGE - INDEMNITY BASIS</p> <p>G. WAIVER OF DEDUCTIBLE - GLASS</p> | <p>H. HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT</p> <p>I. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT</p> <p>J. PERSONAL EFFECTS</p> <p>K. AIRBAGS</p> <p>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</p> <p>M. BLANKET WAIVER OF SUBROGATION</p> <p>N. UNINTENTIONAL ERRORS OR OMISSIONS</p> |
|---|--|

### PROVISIONS

**A. BROAD FORM NAMED INSURED**

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II - LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

**B. BLANKET ADDITIONAL INSURED**

The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II - LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this Insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

**C. EMPLOYEE HIRED AUTO**

1. The following is added to Paragraph A.1., Who Is An Insured, of SECTION II - LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

CITY OF ALAMEDA  
Risk Management

Date 2-9-16  
\_\_\_\_\_  
Lucretia Aki, City Risk Manager

## COMMERCIAL AUTO

### 2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV - BUSINESS AUTO CONDITIONS:

#### b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

### D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who is An Insured, of SECTION II - LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### E. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

#### 1. The following replaces Paragraph A.2.a.(2), of SECTION II - LIABILITY COVERAGE:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

#### 2. The following replaces Paragraph A.2.a.(4), of SECTION II - LIABILITY COVERAGE:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### F. HIRED AUTO - LIMITED WORLDWIDE COVERAGE - INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV - BUSINESS AUTO CONDITIONS:

- (5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or

within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

- (a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

- (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

- (ii) Neither you nor any other involved "insured" will make any settlement without our consent.

- (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

- (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limit Of Insurance, of SECTION II - LIABILITY COVERAGE.

- (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limit Of Insurance, of SECTION II - LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

- (b) This insurance is excess over any valid and collectible other insurance available

to the "insured" whether primary, excess contingent or on any other basis.

- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

**G. WAIVER OF DEDUCTIBLE - GLASS**

The following is added to Paragraph D., Deductible, of SECTION III - PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

**H. HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT**

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III - PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

**I. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT**

The following replaces the first sentence in Paragraph A.4.a., Transportation Expenses, of SECTION III - PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

**J. PERSONAL EFFECTS**

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III - PHYSICAL DAMAGE COVERAGE:

**Personal Effects**

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

**K. AIRBAGS**

The following is added to Paragraph B.3., Exclusions, of SECTION III - PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

**L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

The following is added to Paragraph A.2.a., of SECTION IV - BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

## COMMERCIAL AUTO

### M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - BUSINESS AUTO CONDITIONS:

#### 6. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

### N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., Concealment, Misrepresentation, Or Fraud, of SECTION IV - BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Bond No. K08303873

Premium: \$2,958.00

# Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

## ✓ Performance Bond

### CONTRACTOR:

(Name, legal status and address)

✓ Ray's Electric  
411 Pendleton Way, Suite B  
Oakland, CA 94621

### SURETY:

(Name, legal status and principal place of business)

✓ Westchester Fire Insurance Company  
455 Market Street, Suite 500  
San Francisco, CA 94105  
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

City of Alameda  
950 West Mall Square, Room 110  
Alameda, CA 94501

### CONSTRUCTION CONTRACT

Date:

Amount: \$ 118,320.00 \*ONE HUNDRED EIGHTEEN THOUSAND THREE HUNDRED TWENTY DOLLARS AND NO/100\*

Description: Alameda Ferry Access Improvement Project

(Name and location)

Alameda Ferry Access Improvement Project

### BOND

Date: February 4, 2016

(Not earlier than Construction Contract Date)

✓ Amount: \$ 118,320.00 \*ONE HUNDRED EIGHTEEN THOUSAND THREE HUNDRED TWENTY AND NO/100\*

Modifications to this Bond:

☒ None

☐ See Section 16

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Ray's Electric

### SURETY

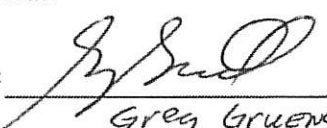
Company: (Corporate Seal)

Westchester Fire Insurance Company

Signature:

Name

and Title:

  
Greg Gruenke  
President

Signature:

Name

and Title:

Kevin Re

Attorney In Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

### AGENT or BROKER:

Arthur J. Gallagher & Co.  
3697 Mt. Diablo Blvd., #300  
Lafayette, CA 94549

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

S-1852/AS 8/10

CITY OF ALAMEDA

Risk Management

  
Date: 2-9-16  
Lucretia Akil, City Risk Manager

MEMORANDUM FOR THE RECORD



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
*(Corporate Seal)*

**SURETY**

Company: \_\_\_\_\_  
*(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

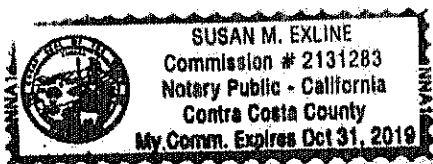
State of California )

County of Contra Costa )

On February 4, 2016 before me, Susan M. Exline, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Kevin Re  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]  
Signature of Notary Public, Susan M. Exline

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

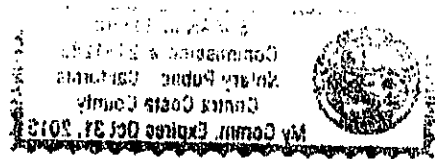
☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



Bond No. K08303873  
Premium Included in  
Performance Bond

# Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

## ✓ Payment Bond

### CONTRACTOR:

(Name, legal status and address)

✓ Ray's Electric  
411 Pendleton Way, Suite B  
Oakland, CA 94621

### SURETY:

(Name, legal status and principal place of business)

Westchester Fire Insurance Company  
455 Market Street, Suite 500  
San Francisco, CA 94105  
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

City of Alameda  
950 West Mall Square, Room 110  
Alameda, CA 94501

### CONSTRUCTION CONTRACT

Date:

✓ Amount: \$ 118,320.00 \*ONE HUNDRED EIGHTEEN THOUSAND THREE HUNDRED TWENTY DOLLARS AND NO/100\*

Description:

(Name and location)

Alameda Ferry Access Improvement Project

### BOND

Date: February 4, 2016

(Not earlier than Construction Contract Date)

Amount: \$ 118,320.00 \*ONE HUNDRED EIGHTEEN THOUSAND THREE HUNDRED TWENTY DOLLARS AND NO/100\*

Modifications to this Bond:

☒ None

☐ See Section 18

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Ray's Electric

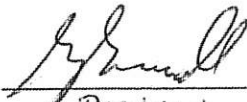
### SURETY

Company: (Corporate Seal)

Westchester Fire Insurance Company

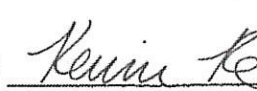
Signature:

Name  
and Title:

  
President  
Greg Greenfield

Signature:

Name  
and Title:

  
Kevin Re  
Attorney In Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

### AGENT or BROKER:

Arthur J. Gallagher & Co.  
3697 Mt. Diablo Blvd., #300  
Lafayette, CA 94549

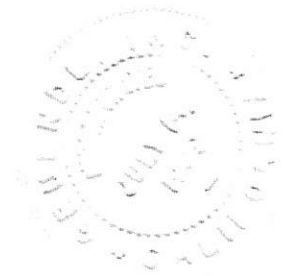
### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

S-2149/AS 8/10

**CITY OF ALAMEDA**  
Risk Management

  
Date: 2-9-16  
Lucretia Akil, City Risk Manager



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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

**§ 16.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 17** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**§ 18** Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
(Corporate Seal)

**SURETY**

Company: \_\_\_\_\_  
(Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Contra Costa )On February 4, 2016 before me, Susan M. Exline, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Kevin Re

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

A handwritten signature in cursive script, appearing to read "Susan M. Exline".

Signature of Notary Public, Susan M. Exline

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney In Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney In Fact☐ Trustee ☐ Guardian or Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

ALL COUNTY ELECTIONS OCT 31, 2018  
COUNTY CLERK  
COUNTY PUBLIC - CALIFORNIA  
COMMISSIONER & SUPERVISOR  
SUSAN M. ELLIOTT



# Power of Attorney

## WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Betty Tolentino, Janet C Rojo, Kevin Ro, M Moody, Maurcen O'Connell, Robert P Wrixon, Susan M Exline, Virginia L Black, all of the City of LAFAYETTE, California, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Fifteen million dollars & zero cents (\$15,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 12 day of August 2015.

WESTCHESTER FIRE INSURANCE COMPANY

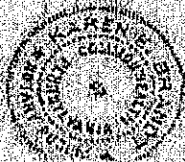


Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA ss.

On this 12 day of August, AD. 2015 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



Karen E. Brandt  
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 4<sup>th</sup> day of February 2016



William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER August 12, 2017.

