

**CITY OF ALAMEDA**

**NOTICE TO CONTRACTORS  
SPECIAL PROVISIONS  
PROPOSAL AND CONTRACT**

**Repair & Resurfacing of  
Otis Drive, from Park Street to Broadway  
and  
Pacific Avenue, from Main Street to Fourth Street**

**No. P.W. 03-15-02  
Federal Aid Project No: STPL-5014(041)**

**IN**

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

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For use in conjunction with the State of California Department of Transportation, Standard Specifications dated 2018 (including revisions), the most current Standard Plans (as amended), and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished. All bidders and subcontractors who perform work under this contract must be registered with California Department of Industrial Relations pursuant to Senate Bill SB 854 (2013-2014).

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MANDATORY PREBID MEETING:	March 19, 2019
TIME:	11:00 a.m.
LOCATION:	Public Works Department 950 West Mall Square, Room 156 Alameda, CA 94501
BID OPENING DATE:	March 27, 2019 (bids due by 3 p.m.)
BID OPENING TIME:	3:01 p.m.
LOCATION:	Alameda City Hall West Public Works Department 950 West Mall Square, Room 110 Alameda, CA 94501

The special provisions contained herein have been prepared by or under the direction of the following Registered Engineer.



Scott Wikstrom, P.E.  
City Engineer  
City of Alameda  
Registered Civil Engineer, No. 56266 (Exp. 12/31/2020)

March 7, 2019  
Date

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- EXHIBIT A: PREVAILING WAGES (FEDERAL & STATE WAGE RATES)
- EXHIBIT B: CERTIFIED PAYROLL & PREVAILING WAGES FORMS
- EXHIBIT C: BIDDERS PROPOSAL (BID BOOK)
- EXHIBIT D: CONTRACTOR AGREEMENT(SEE EXHIBIT C - BID BOOK)
- EXHIBIT E: LIST OF SUBMITTALS
- EXHIBIT F: EMERGENCY FORM
- EXHIBIT G: PAYMENT BOND (SEE EXHIBIT C - BID BOOK)
- EXHIBIT H: PERFORMANCE BOND (SEE EXHIBIT C - BID BOOK)
- EXHIBIT I: AGREEMENT TO BE BOUND
- EXHIBIT J: PROJECT STABILIZATION AGREEMENT FOR THE CITY OF ALAMEDA
- EXHIBIT K: INTEGRATED PEST MANAGEMENT CONTRACTOR VERIFICATION FORM AND CONTRACTOR CHECKLIST
- EXHIBIT L: EXHIBIT 17-F, FINAL REPORT UTILIZATION OF DBE AND FIRST TIER SUBCONTRACTORS
- EXHIBIT M: EXHIBIT 17-O, DBE CERTIFICATIONS STATUS CHANGE
- EXHIBIT N: EXHIBIT 9-F, MONTHLY DISADVANTAGED BUSINESS ENTERPRISE (DBE) PAYMENT

**CITY OF ALAMEDA**  
DEPARTMENT OF PUBLIC WORKS

**NOTICE TO CONTRACTORS**

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**NOTICE IS HEREBY GIVEN** that the **City of Alameda** in the County of Alameda, State of California will receive sealed bids until **3:00 p.m.** (U.S. Pacific Standard Time) on **March 27, 2019** for Repair & Resurfacing of Otis Drive, from Park Street to Broadway and Pacific Avenue, from Main Street to Fourth, No. P.W. 03-15-02, Federal Aid Project No. STPL-5014(041).

Bids must be presented to the City of Alameda Public Works Department, 950 W. Mall Square, Room 110, Alameda, CA 94501, under sealed cover, plainly marked on the outside as follows: **“CITY OF ALAMEDA - SEALED BID FOR REPAIR & RESURFACING OF OTIS DRIVE, FROM PARK STREET TO BROADWAY AND PACIFIC AVENUE, FROM MAIN STREET TO FOURTH, No. P.W. 03-15-02, FEDERAL AID PROJECT No. STPL-5014(041)”**

Any bids received after the scheduled closing time for receipt of bids shall be returned unopened.

**The bids will be opened and read at 3:01 p.m.**

The Bid forms for this work are included in Exhibit C.

**A Mandatory Pre-Bid meeting will be held at City Hall West, 950 W. Mall Square, Conference Room 156, Alameda, California, 94501, on March 19, 2019, at 11:00 a.m.** The mandatory prebid meeting **must** be attended if you wish to bid on this project. The City reserves the right to hold additional prebid meetings as necessary.

**GENERAL WORK DESCRIPTION:**

The project includes construction of repair and resurfacing of Otis Drive (from Park Street to Broadway) and Pacific Avenue (from Fourth Street to Main Street), in the city of Alameda. Scope of work for this project includes, but is not limited to: traffic control; construction surveying; removal and replacement of asphalt concrete in select locations; removal and replacement of minor concrete, concrete curb and gutter, and concrete curb ramps; cold planning; hot mix asphalt concrete; traffic stripes, pavement markings, and pavement markers; curb ramp detectable warnings; conduit for future traffic signals; installation of traffic signal loops and detector handholes as needed.

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

**The DBE goal for this project is 5%.** The City may consider the DBE commitments of the second and third bidders when determining whether the low bidder made good faith efforts to meet the DBE goal.

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

Bids are required for the entire work described herein.

**CONTRACTOR'S LICENSE REQUIREMENT:**

The contractor and subcontractors of the bidder shall possess a valid California contractor's license, **Class A**, issued by the Contractor's State License Board ([www.cslb.ca.gov](http://www.cslb.ca.gov)) for the types of work they are proposing to perform, at the time the bid is submitted. The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code Section 10164).

**NON DISCRIMINATION:**

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

**OBTAINING PLANS, SPECIFICATIONS, AND BIDDING FORMS:**

Electronic specifications, plans, and bidders forms for bidding this project can only be obtained (at no charge) from the City of Alameda website, <https://www.alamedaca.gov/BUSINESS/Bid-on-City-Contracts>.

**ADDENDA:**

It is the bidder's responsibility to regularly check this website (or call 510-747-7900) for any addenda that may be issued prior to the bid opening date. Failure to acknowledge receipt of an issued addendum will be cause for a submitted bid to be deemed non-responsive.

The City of Alameda reserves the right to reject any and all bids and any or all items of such bids.

**BID SECURITY:**

Each Bid must be accompanied by Bid Security in the form of cash, a certified check, a cashier's check, or a Bid Bond, in the amount of ten percent (10%) of the total of the Bid. Checks shall be made payable to the City of Alameda. Bid Bonds shall be on the form provided in the Bid Forms.

**BONDS:**

The successful Bidder shall furnish a Performance Bond in the sum of one hundred percent (100%) of the Contract Bid to guarantee the performance of the Contract, and a Payment Bond in the sum of one hundred percent (100%) of the Contract Price.

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

**PREVAILING WAGE RATES:**

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

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

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

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

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

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>

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.

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

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

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



SCHEDULE OF PREVAILING WAGES:

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

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

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

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

BID RIGGING:

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

PROJECT STABILIZATION AGREEMENT:

This project is subject to and shall be performed under the Project Stabilization Agreement ("PSA") between the City of Alameda and the Building and Construction Trades Council of Alameda County and its affiliated local unions. Contractors submitting bids must provide evidence of acceptance of the terms and conditions of the PSA at the time of bid. Specifically, contractor must submit the completed and signed "Agreement to be Bound" found in the Bid Form Checklist. Additionally, all contractors and subcontractors of any tier on this project will be required to execute the Agreement to be Bound and be subject to the PSA prior to contract award.

QUESTIONS / INFORMATION:

For more information or questions regarding this project contact the project manager, Trung Nguyen, at 510-747-7900 or [tnguyen@alamedaca.gov](mailto:tnguyen@alamedaca.gov).

## COPY OF BID ITEM LIST

(NOT TO BE USED FOR BIDDING PURPOSES)

REPAIR & RESURFACING OTIS DRIVE FROM PARK STREET TO BROADWAY AND PACIFIC AVENUE FROM MAIN STREET TO FOURTH STREET ENGINEER'S ESTIMATE See notes at bottom of List			
SCHEDULE A			
Item No.	Item Description	Unit of Measure	Estimated Quantity
1	CONSTRUCTION SITE MANAGEMENT	LS	1
2	WATER POLLUTION CONTROL PROGRAM	LS	1
3	ADJUST SURVEY MONUMENT	EA	2
4	TRAFFIC CONTROL SYSTEMS	LS	1
5	REMOVE THERMOPLASTIC/PAINTED TRAFFIC STRIPE	LF	1,900
6	REMOVE THERMOPLASTIC PAINTED PAVEMENT MARKINGS	SF	1,300
7	REMOVE 12" WIDE STRIPE THERMOPLASTIC	LF	2,300
8	ADJUST MANHOLE TO GRADE	EA	17
9	COLD PLANE AC PAVEMENT, FULL PLANE, 2.5" DEPTH	SY	21,000
10	COLD PLANE AC PAVEMENT, WEDGE PLANE	LF	-0-
11	REMOVE CONCRETE (CURB, GUTTER, SIDEWALK, DRIVEWAY, CURB RAMP)	CY	100

COPY OF BID ITEM LIST

(NOT TO BE USED FOR BIDDING PURPOSES)

REPAIR & RESURFACING OTIS DRIVE FROM PARK STREET TO BROADWAY AND PACIFIC AVENUE FROM MAIN STREET TO FOURTH STREET ENGINEER'S ESTIMATE See notes at bottom of list			
SCHEDULE A Continued			
Item No.	Item Description	Unit of Measure	Estimated Quantity
12	REPLACE ASPHALT CONCRETE SURFACING	CY	900
13	HOT MIX ASPHALT	TON	3,102
14	INSTALL CONCRETE (CURB, GUTTER, SIDEWALK, DRIVEWAY, CURB RAMP)	CY	100
15	DETECTABLE WARNINGS	SF	660
16	DETAIL 22, THERMOPLASTIC TRAFFIC STRIPE	LF	350
17	DETAIL 21, THERMOPLASTIC TRAFFIC STRIPE	LF	40
18	DETAIL 27B, THERMOPLASTIC TRAFFIC STRIPE	LF	250
19	DETAIL 28, THERMOPLASTIC TRAFFIC STRIPE	LF	180
20	DETAIL 38, THERMOPLASTIC TRAFFIC STRIPE	LF	560
21	DETAIL 39, THERMOPLASTIC TRAFFIC STRIPE	LF	50
22	DETAIL 40, THERMOPLASTIC TRAFFIC STRIPE	LF	155
23	DETAIL 40A, THERMOPLASTIC TRAFFIC STRIPE	LF	155
24	INSTALL PARKING "T"	EA	5
25	12" WIDE THERMOPLASTIC STRIPE (Y OR W)	LF	2250
26	THERMOPLASTIC PAVEMENT MARKINGS	SF	1900

COPY OF BID ITEM LIST  
(NOT TO BE USED FOR BIDDING PURPOSES)

REPAIR & RESURFACING OTIS DRIVE FROM PARK STREET TO BROADWAY AND PACIFIC AVENUE FROM MAIN STREET TO FOURTH STREET ENGINEER'S ESTIMATE See notes at bottom of list			
SCHEDULE A Continued			
Item No.	Item Description	Unit of Measure	Estimated Quantity
27	PAVEMENT MARKERS (FDR BLUE REFLECTIVE)	EA	15
28	INSTALL 3" PVC CONDUIT	LF	180
29	INSTALL SIGNAL PULLBOX, No. #6	EA	4
30	INSTALL SIGNAL LOOP DETECTOR TYPE "D" AND "A"	EA	12
31	DETAIL 10 TRAFFIC STRIPING	LF	2350
32	DETAIL 23 TRAFFIC STRIPING	LF	250
33	DETAIL 33 TRAFFIC STRIPING	LF	1700
34	DETAIL 38C TRAFFIC STRIPING	LF	220
35	CITY, STATE, AND UTILITY PERMITS	ALLOWANCE	ALW

**NOTE:** This preliminary estimate of the quantities of work to be done is approximate only, and the City of Alameda does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work that may be deemed necessary or expedient to the Engineer.

Quantities shall be determined by the Contractor from plans and specifications, and/or pre-construction meeting and walk-throughs. The basis of award of contract shall be by the City of Alameda for the lowest and best bid that will best serve the City's need. If Add Alternates are presented in the estimate, the contract may be awarded with Base Bid only or Base Bid with any combination of Add Alternates, at the discretion of the City or depending upon available funding.

CITY OF ALAMEDA  
DEPARTMENT OF PUBLIC WORKS

**SPECIAL PROVISIONS**

FOR

CITY OF ALAMEDA  
**REPAIR & RESURFACING OTIS DRIVE FROM PARK STREET TO BROADWAY  
AND PACIFIC AVENUE FROM MAIN STREET TO FOURTH STREET**

No. P.W. 03-15-02  
Federal Identification No: STPL-5014(041)

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

**1-1.01 GENERAL**

The work embraced herein shall be done in accordance with the Standard Specifications dated 2018, and the 2018 Standard Plans, as currently amended, of the Department of Transportation insofar as the same may apply and these special provisions.

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

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

Examination of plans, specifications, special provisions and site of work. The bidder is required to examine carefully the site and the proposal, plans, specifications and contract forms for the work contemplated, and it will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of the specifications, the special provisions and the contract.

Each bidder, subcontractor, and supplier is responsible for ascertaining, prior to submitting its Bid, that it has reviewed all issued Addenda. If during the course of the bidder's examination of the Bid Documents and the Site, a bidder finds facts or conditions which appear to be in conflict with the letter or spirit of the bidding documents, the bidder shall apply for additional information and explanation before submitting the bid. The bidder shall be responsible for not clarifying conflicting information or for assuming less costly approaches that could have been resolved by asking questions in writing prior to submitting the bid. The City will issue Addenda if required to response to bidders' questions and other items prior to the bid. **The last day for bidder questions will be 5:00 p.m. on Thursday, Marc21, 2019.** Questions must be submitted in writing via fax to 510-769-6030, **AND** electronic mail to: Trung Nguyen at [tnguyen@alamedaca.gov](mailto:tnguyen@alamedaca.gov).

**1-1.02 STANDARD PLANS LIST**

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

**1-1.03 DESIGNATIONS AND TERMS**

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

Agency	The legal entity for which work is being performed.
Department of Public Works or Department of Transportation	To the Engineering Division
Director of Public Works	To the Public Works Director
Engineer	To the City Engineer, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
Laboratory	To the designated Laboratory authorized by the City of Alameda to test materials and work involved in the contract.
State	“Agency” as defined above.

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

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

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

In general, the project includes construction of repair and resurfacing of Otis Drive, from Park Street to Broadway, and Pacific Avenue from Fourth Street to Main Street, in the City of Alameda.

Scope of work for this project includes, but is not limited to: Traffic control; construction surveying; removal and replacement of asphalt concrete in select locations; removal and replacement of minor concrete, concrete curb and gutter, and concrete curb ramps; cold planning; hot mix asphalt concrete; traffic stripes, pavement markings, and pavement markers; curb ramp detectable warnings; conduit for future traffic signals; installation of traffic signal loops and detector handholes as needed.

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

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

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

Plans

TITLE	DRAWING NO.
Repair & Resurfacing Pacific Avenue from Main Street to Fourth Street, and Otis Drive from Park Street to Broadway	9366

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

<u>TITLE</u>	<u>DRAWING NO.</u>
Curb Ramp Details	A88A
Traffic Control System for Lane Closure on Multilane Conventional Highways	T11
Electrical Systems (Detectors)	ES-5A – ES-5B
Electrical Systems (Pull Box Details)	ES-8A
Pavement Markers and Traffic Lines Typical Details	A20A, A20B & A20D
Pavement Markings Arrows	A24A, A24B & A24D



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

### **2-1.01 GENERAL**

The bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," of the Standard Specifications as currently amended and these special provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

**A mandatory prebid meeting is scheduled for 11 a.m. on March 19, 2019, at the Public Works Department., 950 West Mall Square, Conference Room 156, Alameda.** Contractors may submit written inquiries to the Department's representative during the meeting, or submit them before the meeting by email and fax no later than 2:00 p.m. on March 11, 2019. Questions sent in before the meeting must be submitted in writing via fax, 510-769-6030, **AND** electronic mail to: Trung Nguyen at [tnguyen@alamedaca.gov](mailto:tnguyen@alamedaca.gov) .

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

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

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

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

### **2-1.02 DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

This project is subject to Title 49 CFR 26.13(b):

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49CFR26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract,

which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49CFR26). To ensure equal participation of DBEs provided in 49CFR26.5, the Agency shows a contract goal for DBEs.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown elsewhere in these special provisions or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to: [http://www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm).

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

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

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49CFR26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49CFR26.55(d)(1) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling

services.

- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

### **DBE Commitment Submittal**

Submit the Exhibit 15-G *Construction Contract DBE Commitment*, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the DBE Commitment form is not submitted with the bid, all bidders must complete and submit Exhibit 15-G to the Agency. The DBE Commitment form must be received by the Agency within five (5) days of bid opening.

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

If you do not submit the DBE Commitment form within the specified time, the Agency will find your bid nonresponsive.

### **Good Faith Efforts Submittal**

**Exhibit 15-H: Proposer/Contractor Good Faith Efforts** is due to the local agency within five (5) days of bid opening. Days means calendar days. In computing any period of time described in this part, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or federal holiday, the period extends to the next day that is not a Saturday, Sunday, or federal holiday. Similarly, in circumstances where the recipient's offices are closed for all or part of the last day, the period extends to the next on which the agency is open. Only good faith efforts directed towards obtaining participation and meeting or exceeding the DBE contract goal will be considered.

Submittal of good faith efforts documentation within the specified time protects your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

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

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.

2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial

solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.

3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.

4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.

5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.

6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.

7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.

8. Any additional data to support demonstration of good faith efforts.

The Agency may consider DBE commitments from other bidders when determining whether the low bidder made good faith efforts to meet or exceed the DBE goal.

### **Exhibit 15-G - Construction Contract DBE Commitment**

Complete and sign Exhibit 15-G *Construction Contract DBE Commitment* included in the contract documents regardless of whether DBE participation is reported.

Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, please submit a copy of the joint venture agreement.

### **Subcontractor and Disadvantaged Business Enterprise Records**

Use each DBE subcontractor as listed on Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE) (see Exhibit C) and Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts) form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

- a. Notify the Engineer of any changes to its anticipated DBE participation
- b. Provide this notification before starting the affected work
- c. Maintain records including:
  - Name and business address of each 1st-tier subcontractor
  - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
  - Date of payment and total amount paid to each business
  - If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors. Submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

### **Performance of Disadvantaged Business Enterprises**

DBEs must perform work or supply materials as listed in the Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts) form, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.

10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph
2. Notices from you to the DBE regarding the request
3. Notices from the DBEs to you regarding the request

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

The contractor or consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor or subconsultant obtains the agency's written consent. Unless the agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the *Exhibit 15-G: Construction Contract DBE Commitment*

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

All proposals must be made upon blank forms, which are included in these specifications. (See bid book – Exhibit C).

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

### **2-1.04 ADDENDA**

Addenda, if any, shall be forwarded by mail to all persons who have attended the mandatory pre-bid meeting and signed in with a mailing address. Addenda shall also be uploaded to the City's website at <https://www.alamedaca.gov/BUSINESS/Bid-On-City-Contracts> and potential bidders will be notified via email. It is the bidder's responsibility to ensure that the City of Alameda has an accurate email on file.

**Prospective bidders, subcontractors and suppliers who have not downloaded plans and specifications from the City's website are responsible for checking the City's website or for inquiring at the Public Works Department (phone 510-747-7930) within four (4)**

**working days prior to the bid opening, to determine if any addenda have been issued.** Do not rely upon third party providers of the original plans and specs to issue all addenda. Acknowledgment of receipt of all addenda is required on the proposal and those proposals that do not have acknowledgment of all addenda will be considered non-responsive.

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

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

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

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

### **2-1.06 RETURN OF BIDDER'S GUARANTIES**

Within ten (10) days after the award of the contract, the Public Works staff will return the proposal guaranties accompanying the proposals, which are not to be considered in making the award. All other proposal guaranties will be held until the contract has been finally executed, after which they will be returned to the respective bidders whose proposals they accompany.

### **2-1.07 TAXES**

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

## **2-1.08 SUBCONTRACTORS**

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

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

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

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

Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier sub recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

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

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

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

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

1. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; or



2. A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
3. A change in the officer(s), employees(s), or member(s) contacted to influence or attempt to influence a covered Federal Action.

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

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

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

10232 – Every contract shall contain a statement by which the contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the contractor within the immediately preceding two-year period because of the contractor’s failure to comply with an order of the National Labor Relations Board. For purposes of this section, a finding of contempt does not include any finding, which has been vacated, dismissed, or otherwise removed by the court because the contractor has complied with the order, which was the basis of the finding. The state may rescind any contract in which the contractor falsely swears to the truth of the statement required by this section.

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

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

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

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

### **2-1.12 NONCOLLUSION AFFIDAVIT**

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

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

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

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

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

### **3-1.01 GENERAL**

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

### **3-1.02 DATA UNIVERSAL NUMBERING SYSTEM (D-U-N-S) NUMBER**

For the purpose of complying with the American Recovery and Reinvestment Act of 2009, the successful bidder must provide the Agency a D-U-N-S number.

Complete and sign the Data Universal Numbering System (D-U-N-S) Number form included in the contract documents. This form must be submitted with the executed contract.

If your company does not have a D-U-N-S number, you can obtain one by contacting Dun & Bradstreet at:

<http://dnb.com/us/>

If you fail to submit this information with the executed contract, the City of Alameda will not approve the contract.

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

The award of contract, if it is awarded, will be to the lowest responsible and responsive bidder and whose proposal complies with all requirements described herein. The award, if made, will be made within sixty (60) days after the opening of the bids. All bids will be compared on the basis of the Engineer's estimate of quantities of work to be done. In the event of a delay in funding, the City reserves the right to hold the Bidder to its bid for 90 days from the date the contract is awarded.

### **3-1.04 EXECUTION OF CONTRACT**

The contract, in form and content satisfactory to the City, will be awarded at a regular City Council meeting (first and third Tuesdays of each month, except August). At least five (5) business days prior to the anticipated award date, the Bidder shall be notified of apparent award status and requested to provide the following required documentation: three (3) copies of the signed contract, proof of insurance and Payment and Performance bonds. The Bidder shall have

five (5) business days from the date the City Council awards the contract to furnish the relevant bonds and insurance, along with any other documents required for submission, to the City.

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

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

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

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

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

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

The Contractor shall furnish two good and sufficient bonds (see Bid Book). One of the bonds shall be executed in a sum equal to at least one hundred percent (100%) of the contract price, which shall be furnished as required by the terms of Sections 3247 to 3252 of the Civil Code of the State of California. The other bond shall guaranty faithful performance of the said contract by the Contractor and be executed in a sum equal to at least one hundred percent (100%) of the contract price. Bonds shall be furnished by a surety company satisfactory to the City of Alameda.

Whenever any surety or sureties on any such bonds, or any bonds required by law for the protection of the claims of laborers and materials, become insufficient or the City Engineer has cause to believe that such surety or sureties have become insufficient, a demand in writing may

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

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

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

The Contractor shall have five (5) business days from the date the City Council awards the contract to obtain to furnish the City with certificates showing the type, amount; class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with the attached contract. Such certificates, which do not limit Contractor's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days advance written notice to the City of Alameda by certified mail, Attention: Risk Manager." It is agreed that Contractor shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Insurance certificates must be included with signed contract. Endorsements naming the City and State of California as additional insured shall be submitted with the insurance certificates.

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

Included in the contract are hold harmless and additional insured clauses naming the State of California.

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

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

shall be just cause for forfeiture of the proposal guaranty. The executed documents shall be delivered to the following address: City of Alameda, Public Works Department - City Hall West, 950 West Mall Square, Room 110, Alameda, CA 94501.

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

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

Attention is directed to the provisions in Caltrans 2018 Standard Specifications Section 8-1.04, "Start of Job Site Activities;" in Section 8-1.05 "Time;" and in Section 8-1.10, "Liquidated Damages;" of the Standard Specifications and these special provisions.

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed. **The Contractor shall have sixty (60) consecutive working days from the date the work is to commence pursuant to the Notice to Proceed to complete the work.**

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

The work shall be diligently prosecuted to completion for the expiration of sixty (60) consecutive working days beginning on the fifteenth calendar day after the date shown on the Notice to Proceed, including punch list items.

The Contractor shall pay to the City of Alameda the sum of **\$3,000** per day for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

The Contractor shall review the plans and specifications and submit a written work schedule as a part of the Initial Project Submittal Package designating the order in which the work shall progress, and construction work shall not be started until such work schedule is approved by the Engineer. The Contractor shall not commence construction on any section of the work until such time that he shall have on the ground, or can furnish definite assurance to the Engineer that there will be available when required, all the materials necessary to complete the section of the work upon which construction is to begin. Furthermore, in order to minimize disturbances to residents, businesses, and the public, repair locations must be backfilled and resurfaced within five (5) working days from the start of break out. The Contractor shall provide a minimum of two crews to complete the work as specified. The Contractor shall submit an updated work schedule at each progress meeting and upon the issuance of any change order that alters the contract's schedule.

The Contractor shall submit a Traffic Control Plan as a part of the Initial Project Submittal Package to the Engineer. The Initial Traffic Control Plan shall cover, at minimum, all phases of work scheduled to occur in the first twenty (20) working days that will impact vehicular, pedestrian and bicycle traffic in the area. The Traffic Control Plan shall allow residents on the streets impacted ample "on street" parking within one block of their homes. The Contractor shall have an approved Traffic Control Plan prior to commencing of work in the field.

The Contractor shall submit subsequent additions to the Traffic Control Plan, in conformance with Caltrans regulations and guidelines, in a timely manner to allow for the Engineer's review.

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

#### **4-1.02 SUBLETTING AND ASSIGNMENT**

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

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

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

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

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

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

#### **4-1.04 TEMPORARY SUSPENSION OF WORK**

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



#### **4-1.05 TIME OF COMPLETION AND LIQUIDATED DAMAGES**

It is agreed by the parties to the contract that in case all the work called for under the contract is not completed before or upon the expiration of the time limit as set forth in these specifications, damage will be sustained by the City of Alameda, and that it is and will be impracticable to determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the **City of Alameda the sum of Three Thousand Dollars (\$3,000) per day, for each and every calendar day's** delay in finishing the work in excess of the number of working days prescribed above; and the Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the City of Alameda may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

It is further agreed that in case the work called for under the contract is not finished and completed in all parts and requirements within the time specified, the City Council shall have the right to extend the time for completion or not, as may seem best to serve the interest of the City; and if it decides to extend the time limit for the completion of the contract, it shall further have the right to charge the Contractor, his heirs, assigns, or sureties, and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the contract, and which accrue during the period of such extensions, except that the cost of final surveys and preparation of final estimate shall not be included in such charges.

The Contractor shall not be assessed with liquidated damages nor the cost of engineering and inspection during any delay in the completion of the work caused by acts of God or of the public enemy, acts of the City, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; provided that the Contractor shall within ten (10) days from the beginning of such delay notify the Engineer in writing of the causes of delay. The Engineer shall ascertain the facts and the extent of the delay and his findings of the facts thereon shall be final and conclusive.

#### **4-1.06 SUSPENSION OF CONTRACT**

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

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

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

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

#### **4-1.07 RIGHT-OF-WAY**

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

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

Within five (5) business days of the date the work is to commence pursuant to the NTP, the Contractor shall submit the Initial Project Submittal Package to the Engineer for review. The Initial Project Submittal Package shall address the entire project, and shall include the Traffic Control Plan (first 20 working days at minimum), Erosion/Storm Water Pollution Prevention Plan, Waste Reduction and Recycling Plan, and the full project schedule.

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

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

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

##### Required Initial Project Submittal Package

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

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

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

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

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

During the progress of the work, if water becomes unavailable or unavailable in the quantities needed for prosecution of the work, the unavailability of water will be considered a "shortage of materials" in conformance with the provisions in Section 8-1.07, "Liquidated Damages," of the Standard Specifications except for compensation. The Contractor will be granted an extension of time and will not be assessed with liquidated damages for any portion of the delay in completion of the work beyond the time shown above for the completion of the work caused by the unavailability of water, provided the Contractor notifies the Engineer and furnishes proof of the "shortage of materials" as required in the third and fourth paragraphs in Section 8-1.07, "Liquidated Damages," of the Standard Specifications. If the Contractor sustains delay costs or damages which could not have been avoided by the judicious handling of forces, equipment and plant, there shall be paid to the Contractor the amount the Engineer may find to be a fair and reasonable compensation for the part of the Contractor's actual loss, as, in the opinion of the Engineer, was unavoidable, determined in the same manner as provided for right

of way delays in Section 8-1.09, "Right of Way Delays," of the Standard Specifications. The Contractor shall be entitled to no other compensation for such delay. The provisions in Section 5-1.116, "Differing Site Conditions," of the Standard Specifications shall not apply to the unavailability of water.

Attention is directed to the various sections of the Standard Specifications and these special provisions which require the use of water for the construction of this project. Attention is directed to Section 7, "Legal Relations and Responsibility," of the Standard Specifications with regards to the Contractor's responsibilities for public convenience, public safety, preservation of property, indemnification, and insurance.

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

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

## **SECTION 5. GENERAL**

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

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

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

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

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

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

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

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

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>

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.

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

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

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

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

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

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

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

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

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

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

### **5-1.05 EXTRA WORK**

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

The Contractor shall do no extra work except upon written order from the Engineer. For such extra work the Contractor shall receive payment as previously agreed upon in writing, or he shall be paid on force account.

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

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

### **5-1.07 AUTHORITY OF THE ENGINEER**

The Engineer shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed, the manner of performance and rate of progress of the work; the interpretation of the plans and specifications; the acceptable fulfillment of the contract on the part of Contractor; and all questions as to claims and compensation.

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

### **5-1.08 PLANS**

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

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

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

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

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

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

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

Finish surfaces in all cases shall conform to the lines, grades, cross sections, and dimensions shown on the approved plans. Deviations from the approved plans, as may be required by the exigencies of the construction will be determined in all cases by the Engineer and authorized in writing.

### **5-1.10 COORDINATION OF PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS**

These specifications, the plans, special provisions and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be cooperative, to describe, and to provide for a complete work. Refer to the State Standard Specifications for order of precedence.

### **5-1.11 INTERPRETATION OF PLANS AND SPECIFICATIONS AND ADDENDA THERETO**

Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained in these specifications, plans, and the special provisions, the Contractor shall apply to the Engineer for such further explanation as may be necessary. Upon such application by the Contractor or prospective bidder, or in the event that it appears expedient to the Engineer to further explain, clarify, or amend these specifications, special provisions and plans, the Engineer shall issue addenda thereto and such addenda shall constitute a part hereof, and shall be binding on the Contractor.

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

### **5-1.12 SUPERINTENDENCE**

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

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

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

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



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

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

#### **5-1.14 INSPECTION**

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

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

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

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

Working hours in the field are restricted to 8 AM through 5 PM, Monday through Friday, excluding City Holidays, and shall constitute "normal working hours." In some locations, as noted on the Plans, normal working hours may be further restricted to avoid traffic and/or school-related conflicts. Any work in the field performed outside of normal working hours, including but not limited to construction, clean up, placement of traffic control devices, and mobilization/demobilization, shall be subject to removal and the Contractor fined \$5,000 per incident, unless such work has been previously authorized by the Engineer in writing.

Inspection hours for construction shall be from 8 AM through 4 PM, Monday through Friday, excluding City Holidays, and shall constitute "normal inspection hours." Unless prior written authorization has been received from the Engineer, the Contractor shall not perform any work requiring the presence of the City's Inspector outside of normal inspection hours except for general clean up, demobilization, and placement of no-parking signs. The Contractor shall pay the salary and benefits, including overtime, of the City employee(s) for inspection of any work performed outside of the normal inspection hours.

Projects financed in whole or in part with State funds shall be subject to inspection at all times by the Director of Public Works of the State of California, or his agents.

#### **5-1.15 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK**

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

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

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

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

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

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

#### **5-1.17 FINAL GUARANTEE**

It is understood that the Contractor is skilled in the trade or calling necessary to perform the work set forth within the plans and specifications, and that the City of Alameda, not being skilled in such matters, relies upon the Contractor to do and perform all work, acts, and things necessary in completion of the contract in the most skilled and desirable manner, and the Contractor guarantees the workmanship and materials to be the best of their kind. The acceptance of any part or of the whole of the work by the City does not operate to release the Contractor or the Contractor's surety from said guarantee. The City requires the contractor to have a quality assurance program to lead to better contractor control of the product.

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

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

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

Testing of materials and work shall conform to the provisions in Section 6-3, “Testing,” of the Standard Specifications and these special provisions. At the option of the Engineer, the source of supply of each of the materials shall be approved by the Engineer before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of all materials to be used in the work for testing or examination as desired by the Engineer.

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

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

#### **5-1.19 DEFECTIVE MATERIALS**

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

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

#### **5-1.20 MEASUREMENTS AND PAYMENT**

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

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

Extra work as herein before defined under Section 5-1.02, Extra Work, when ordered and accepted, shall be paid for under a written work order in accordance with the terms therein provided. Payment for extra work will be made as agreed upon in writing pursuant to an extra work order signed by both parties, or by force account.

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

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

### **5-1.22 QUALITY ASSURANCE**

The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. You may examine the records and reports of tests the Agency performs if they are available at the job site.

Schedule work to allow time for QAP.

### **5-1.23 CHANGED CONDITIONS**

#### **Differing Site Conditions**

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.

2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the Local Agency, at their option.)

### **Suspensions of Work Ordered by the Engineer**

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

### **Significant Changes in the Character of Work**

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following

circumstances:

- When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
- When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

#### **5-1.24 PROGRESS PAYMENTS**

Progress payments shall be in accordance with Section 9-1.06 of the Standard Specifications, Partial Payments, and these special provisions. The City shall, once each month, cause an estimate in writing to be made by the City Engineer of the total amount of work done and the acceptable materials furnished and delivered by the Contractor on the ground and not used at the time of such estimate, and the value thereof. The City of Alameda shall retain five percent (5%) of such estimated value of the work done and fifty percent (50%) of the value of the materials so estimated to have been furnished and delivered and unused, as aforesaid, as part security for the fulfillment of the contract by the Contractor, and shall monthly pay to the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deduction therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No such estimate or payment shall be required to be made, when, in the judgment of the City Engineer, the work is not proceeding in accordance with the provisions of the contract, or when in his judgment, the total value of the work done since the last estimate amounts to less than three hundred dollars (\$300.00). No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

#### **5-1.25 SUBSTITUTION OF SECURITIES FOR WITHHELD ACCOUNTS**

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

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

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

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

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

#### **5-1.26 NOTICE OF COMPLETION**

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

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

#### **5-1.27 FINAL PAYMENT**

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

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

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

### **5-1.28 PAYROLL RECORDS**

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

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

### **5-1.29 SCOPE OF PAYMENT**

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

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

### **5-1.30 BUY AMERICA REQUIREMENTS**

This project is subject to the "Buy America" provisions of the Surface Transportation Assistance Act of 1982 as amended by the Intermodal Surface Transportation Efficiency Act of 1991.

**Furnish steel and iron materials to be incorporated into the work with certificates of compliance. Steel and iron materials must be produced in the U.S. except:**

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

### **5-1.31 SUBCONTRACTORS**

All contractors shall comply with the State Subletting and Subcontracting Fair Practices Act, found in Section 4100 through 4112, Government Code of California. A copy of said Act is available in the office of the City Engineer. Said Act is hereby made a part of the specifications



on the above-mentioned job and all contractors submitting bids shall accompany the bid with information regarding subcontractors as therein provided. All Subcontractors shall have a current City of Alameda business license.

### **5-1.32 SUBCONTRACTING**

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

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

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

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

Each subcontract must comply with the contract.

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

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

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

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

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

### **5-1.33 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS**

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the

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

#### **5-1.34 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS**

The City shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency, unless as agreed to in writing by the prime contractor and subcontractor, pursuant to Section 7108.5 of the Business and Professions Code. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section this code. These requirements 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 prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

#### **5-1.35 SUBCONTRACTOR AND DISADVANTAGED BUSINESS ENTERPRISE RECORDS**

Use each DBE subcontractor as listed on Exhibit 12-B *Bidder's List of Subcontractors (DBE and Non-DBE)*, and Exhibit 15-G *Construction Contract DBE Commitment* form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
  - Name and business address of each 1<sup>st</sup>-tier subcontractor
  - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
  - Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

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

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete Exhibit 17-F *Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors*. Submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

### **5-1.36 DBE CERTIFICATION STATUS**

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

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

### **5-1.37 PERFORMANCE OF SUBCONTRACTORS**

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

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

### **5-1.38 PERFORMANCE OF DISADVANTAGED BUSINESS ENTERPRISES**

DBEs must perform work or supply materials as listed in the Exhibit 15-G *Construction Contract DBE Commitment* form, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if the bidder shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
9. Listed DBE fails or refuses to perform the work or furnish the listed materials.
10. Listed DBE's work is unsatisfactory and not in compliance with the contract.
11. Listed DBE is ineligible to work on the project because of suspension or debarment.
12. Listed DBE becomes bankrupt or insolvent.
13. Listed DBE voluntarily withdraws with written notice from the Contract
14. Listed DBE is ineligible to receive credit for the type of work required.
15. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
16. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from you to the DBE regarding the request.
3. Notices from the DBEs to you regarding the request.

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

The contractor or consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor or subconsultant obtains the agency's written consent. Unless the agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the *Exhibit 15-G: Construction Contract DBE Commitment*.

### **5-1.39 SUBCONTRACTING PERCENTAGE**

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

The provisions in the third paragraph of Section 8-1.01, "Subcontracting," of the Standard Specifications, that the Contractor shall perform with the Contractor's own organization contract work amounting to not less than 50 percent of the original contract price, is not changed by the Federal Aid requirement specified under "Required Contract Provisions Federal-Aid Construction Contracts" attached to these special provisions that the Contractor perform not less than 30 percent of the original contract work with the Contractor's own organization.

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

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

### **5-1.40 PARTNERING**

The City/County of Alameda will promote the formation of a "Partnering" relationship with the Contractor in order to effectively complete the contract to the benefit of both parties. The purpose of this relationship will be to maintain cooperative communication and mutually resolve conflicts at the lowest possible management level.

The Contractor may request the formation of such a "Partnering" relationship by submitting a request in writing to the Engineer after approval of the contract. If the Contractor's request for "Partnering" is approved by the Engineer, scheduling of a "Partnering" workshop, selecting the "Partnering" facilitator and workshop site, and other administrative details shall be as agreed to by both parties.

The costs involved in providing a facilitator and a workshop site will be borne equally by the City/County of Alameda and the Contractor. The Contractor shall pay all compensation for the wages and expenses of the facilitator, and of the expenses for obtaining the workshop site. The State's share of such costs will be reimbursed to the Contractor in a change order written by the Engineer. Markups will not be added. All other costs associated with the "Partnering" relationship will be borne separately by the party incurring the costs.

The establishment of a "Partnering" relationship will not change or modify the terms and conditions of the contract and will not relieve either party of the legal requirements of the contract.

Required for ALL construction contracts administered under the Caltrans Standard Specifications.

#### **5-1.41 PAYMENTS.**

Attention is directed to Section 9-1.06, "Partial Payments," and 9-1.07, "Payment After Acceptance," of the Standard Specifications and these special provisions.

For the purpose of making partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications, the amount set forth for the contract items of work hereinafter listed shall be deemed to be the maximum value of the contract item of work, which will be recognized for progress payment purposes.

After acceptance of the contract pursuant to the provisions in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

In determining the partial payments to be made to the Contractor, only the following listed materials will be considered for inclusion in the payment as materials furnished but not incorporated in the work:

Required for ALL construction contracts administered under the Caltrans Standard Specifications where construction activities will either encroach or affect State of California facilities.

#### **5-1.42 ENCROACHMENT PERMIT**

Prior to start of work within the State of California's right-of-way or work affecting the State of California facilities, the contractor will be required to obtain an Encroachment Permit at the following State of California Transportation office:

CALTRANS, DISTRICT 4  
Permit Engineer  
111 Grand Avenue  
Oakland, CA 94612

**Caltrans fee exemption may apply. Check with the Caltrans district permit office.**

Full compensation for conforming to the requirements in this permit, including the cost of the permit, shall be considered as included in the contract prices paid for the various item or work and no additional compensation will be allowed therefore.

### **5-1.43 TRAINING**

For the Federal training program, the number of trainees or apprentices is Zero (0).

**5. SECTION 6. (INTENTIONALLY LEFT BLANK)**

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

**7-1.01 LAWS TO BE OBSERVED**

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

**7-1.02 HOURS OF LABOR**

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

**7-1.03 LEGAL HOLIDAYS**

Contractor shall not work on a City's legal holiday. Below are the remaining holiday's for 2019:

Memorial Day	Monday, May 27, 2019
Independence Day	Thursday, July 4, 2019
Labor Day	Monday, September 2, 2019
Veteran's Day	Monday, November 11, 2019
Thanksgiving Day	Thursday, November 28, 2019
Day after Thanksgiving Day	Friday, November 29, 2019
Christmas Day	Wednesday, December 25, 2019

The Contractor shall coordinate his work so that July 4<sup>th</sup> Parade will not be adversely affected. In particular, barricades, excavations, material stockpiling, heavy equipment, newly poured concrete, fresh crack sealing, and other items unsuitable for pedestrian traffic, will not be allowed in the vicinity of the event, on Otis Drive between Willow Street and Grand Street or within one block in any direction on the side streets.



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

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

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

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

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

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

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

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

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

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

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

Pursuant to the provisions of the Davis-Bacon Act, the Contractor shall pay not less than the wage rates determined by the Secretary of Labor. The Federal wage rates are applicable

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

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

For those crafts or job classifications requiring special prevailing wage determinations, please contact the Division of Labor Statistics and Research, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142-0603, (415) 703-4774 or check out the web site at [www.dir.ca.gov](http://www.dir.ca.gov). The federal minimum wage rates are available directly from the Department of Labor Home Page under [www.gpo.gov/davisbacon](http://www.gpo.gov/davisbacon).

### **7-1.06 CERTIFIED PAYROLL**

Contractor's attention is directed to California Labor Code Section 1776, which requires Contractor and any subcontractors to keep an accurate payroll record and which establishes inspection and penalty provisions. Certified payrolls shall be prepared and submitted weekly to the inspector by the Contractor and each subcontractor. Contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

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

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

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

### **7-1.07 APPRENTICES**

Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code, concerning the employment of apprentices by the Contractor, or any subcontractor under him, on contracts greater than thirty thousand dollars (\$30,000) or twenty (20) working days.

Section 1777.5 requires the Contractor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project, and which administers the apprenticeship program in that trade, for a certificate of approval, if they have not previously applied and are covered by the local apprenticeship standards. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five except:

1. When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of fifteen percent (15%) in the ninety (90) days prior to the request for certificate, or
2. When the number of apprentices in training in the area exceeds a ratio of one to five, or
3. When the trade can show that it is replacing at least one-thirtieth (1/30) of its membership through apprenticeship training on an annual basis statewide or locally, or,
4. When the Contractor provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.
5. When assignment of an apprentice creates a condition jeopardizing his life or the life, safety, or property of fellow employees or the public, or when the specific task is of such nature that training cannot be provided by a journeyman.

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

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

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

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

In accordance with California Public Contract Code 20103.5 when federal funds are involved in local agency contracts, no bid shall be invalidated by the failure of the bidder to be licensed in California at the time of bid opening. However, at the time of award the selected contractor shall be properly licensed in accordance with the laws of the State and City of Alameda. *The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code Section 10164).* Contractor shall possess a Type “A” license prior to award of Contract or other license qualifying the bidder to bid as a prime Contractor, prior to award of Contract as approved by Council.

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

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

The Contractor shall procure all permits and licenses, including City of Alameda business licenses and pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. However the contractor will be reimbursed for construction permit fees. The estimated cost shown as an allowance in the bid proposal is only for bidding purposes. Payment shall be made for the actual cost of the permit. The cost for a City of Alameda business license is not reimbursable. The cost of the purchase of “No Parking/Tow Away” signs is not reimbursable. Each Subcontractor shall have a current City of Alameda business license.

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

1. A **City of Alameda Business License** from the City of Alameda, 2263 Santa Clara Avenue, Finance Department, Room 220, Alameda. (Not refundable)
2. **“No Parking/Tow Away” signs** from City Hall, 2263 Santa Clara Avenue, Planning and Building Services, Room 190, Alameda. (Not refundable)
3. **Excavation Permit** from City Hall, 2263 Santa Clara Avenue, Planning and Building Services, Room 190, Alameda. (Refundable)

4. **Concrete Permit** from City Hall, 2263 Santa Clara Avenue, Planning and Building Services, Room 190, Alameda. (Refundable)

#### **7-1.10 (INTENTIONALLY LEFT BLANK - NOT USED)**

#### **7-1.11 PATENTS**

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices or processes used on or incorporated in the work, and agrees to indemnify and hold harmless the City of Alameda, its officers, employees and agents from all suits at law or actions of any nature, damages, royalties and costs on account of the use of any patented materials, equipment, devices or processes.

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

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

#### **7-1.13 CONTRACTOR'S RESPONSIBILITY FOR THE WORK**

Except as provided above, until formal acceptance of the work by the City, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by acts of the Federal Government or the public enemy. The Contractor will not be responsible for the cost of repairing or restoring damage to the work, which damage is determined to have been proximately caused by an act of God, in excess of five percent (5%) of the contracted amount.

#### **7-1.14 SAFETY PROVISIONS**

The Contractor shall conform to the rules and regulations pertaining to safety established by the California Division of Occupational Safety and Health of the Industrial Relations Department (CAL-OSHA).

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

The City and the State of California shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided in these specifications.

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

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

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

The Contractor shall so conduct his operations as to cause the least possible obstruction and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and signs as are necessary in accordance with California Manual of Uniform Traffic Control Devices (CA-MUTCD), Caltran's Standards and Specifications, and Section 10 of the special provisions, or as required by the Engineer to give adequate warning to the public at all times that the work is in progress and of any dangerous conditions to be encountered as a result of the work or of the presence of the Contractor's equipment or machinery.

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

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

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

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

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

The location of railroad tracks, utility facilities and other structures shall be the responsibility of the Contractor. The Contractor shall contact the owners of those tracks, facilities and structures for any information that may be required. The Contractor shall contact

Underground Services Alert (USA) at 800-642-2444 forty-eight (48) hours prior to commencement of work.

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

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

The work will be so prosecuted that a minimum of damage will result to utility services. In the event that utility services are damaged or interrupted, the Contractor shall immediately, at his/her own expense, restore such services in a manner satisfactory to the City Engineer. In the event that an interruption of utility services is sustained for a period of longer than one-half hour, it shall be the responsibility of the Contractor to notify the occupants of the premises to which said services are connected, so that no damage will accrue on or to said premises.

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

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

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

#### **7-1.21 CONSTRUCTION SITE CONTROLS**

Within five (5) business days of the date the work is to commence pursuant to the NTP, the Contractor shall submit an Erosion/Water Pollution Prevention Plan (WPPP) as part of its Initial Project Submittal Package for the Engineer's review." This Plan shall include appropriate erosion and sediment control measures to effectively prevent the entry of soil, dirt, debris and other pollutants to stormwater runoff, the storm drain system, the lagoons or the bay/estuary

during construction. No work under this Contract may begin until the Engineer has approved the Contractor's Erosion/Water Pollution Prevention Plan.

Erosion and sediment control plans/sheets shall indicate the specifications and maintenance schedules for the installation and upkeep of the erosion control mechanisms. Specifications shall be provided for the erosion control practices, perimeter protection(s), any silt fencing and fiber rolls to be used, storm drain inlet protections, stabilized construction entrance(s) and exits, site and excavation dewatering activities, vehicle tire wash area(s), vehicle and equipment servicing area(s), and the materials handling and storage area(s). These specifications should meet the same level of erosion and sediment control effectiveness established by practices identified in the San Francisco Bay Regional Water Quality Control Board's Erosion and Sediment Control Field Manual (510-622-2465), the Association of Bay Area Government's Manual of Standards for Erosion and Sediment Control (510-464-7900) and/or the California Stormwater Quality Association's Stormwater Best Management Practice Handbook – Construction (2003) ([www.cabmphandbooks.com](http://www.cabmphandbooks.com)). Contact City Public Works Department Clean Water Program Specialist Jim Barse (510-747-7950) for additional assistance in obtaining copies of these reference documents.

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

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

1. Gather all construction debris on a regular basis and place it in a dumpster or other container which is emptied or removed on a weekly basis. When appropriate, use tarps on the ground to collect fallen debris or splatters that could contribute to stormwater pollution. After breaking old pavement, remove all pieces to avoid contact with rainfall or runoff.

2. Remove on-site piles from the site on a regular basis. Only temporary storage is allowed. All temporary soil or other stockpiles on site shall be securely covered with a tarp, plastic sheeting or similar material.

3. Remove all dirt/mud, gravel, rubbish, refuse and green waste from the sidewalk, street pavement, and storm drain system adjoining the project site daily and prior to rain. Clean up leaks, drips and spills immediately. Avoid unnecessary driving on unpaved areas during wet weather.

4. Install and maintain stabilized construction entrances to minimize the tracking of dirt, mud, dust and debris onto the public right-of-way.



5. Broom-sweep the sidewalk and public street pavement adjoining the project site daily and prior to rain. Caked-on mud or dirt shall be scraped from these areas before sweeping. At the completion of work the street shall be washed and the wash water collected and disposed offsite.

6. Install filter materials (such as block and gravel bags, sandbags, filter fabric) at the storm drain inlets surrounding the project site. Such inlet protections shall be installed before: the start of the rainy season (October 15), site de-watering activities, saw-cutting activities, or any other activity that may result in the discharge of material to the storm drain. Filter materials shall be maintained and/or replaced as necessary to minimize short-cutting and to remove sediment deposits and buildup. Accumulated sediment/debris shall be disposed of properly.

7. Vacuum or shovel saw-cutting slurry and remove from site. Do not allow saw-cut slurry to enter the storm water conveyance system.

8. Create a contained and covered area on the site for the storage of cement bags, paints, flammables, oils, fertilizers, pesticides, or any other materials used on the project site that have the potential for being discharged to the storm drain system by wind, exposure to rainfall or in the event of a material spill.

9. Never clean machinery, tools, brushes, etc. or rinse containers into a street, gutter, storm drain or stream. See the *Building Maintenance and Remodeling* BMP flyer and ACCWP BMP brochures for more information. Contact the Public Works Department, Environmental Services Division at 747-7950 for assistance with obtaining these documents.

10. Ensure that concrete/granite supply trucks or concrete/plaster finishing operations do not discharge wash water into street gutters or drains. Concrete trucks shall have a self-contained washout system or discharge to a dedicated, secure site washout in order to avoid the possibility of debris on city streets or discharge of wash water to the storm water conveyance system.

11. Minimize removal of natural vegetation or ground cover from the site in order to minimize the potential for erosion and sedimentation problems. Re-plant the area, and stabilize all cut and fill slopes as soon as possible after grading is completed. At a minimum, 4,000 pounds/acre of straw with tackifier should be placed on all exposed soils including those within active work areas and flat lots. **No site grading shall occur between October 1 and May 31 unless approved erosion and sedimentation control measures are in place.**

12. Provide erosion “prevention” and perimeter protection measures (soil stabilization) such as fiber rolls, silt fence, and/or sediment traps or basins. Ensure control measures are adequately maintained and in operable condition. Sediment controls, including inlet protection, are necessary but should be a secondary defense behind good erosion control and site perimeter measures.

13. Design site de-watering operations to prevent the discharge of any sediment, debris or other pollutants to the municipal storm water conveyance system.

14. Maintain and if necessary, repair, all erosion prevention and sediment control measures throughout the (rainy? contract term? execution of the contract?) season. Replacement supplies should be kept on site. Site inspections shall be conducted before and after each storm event, and every 24 hours for extended storm events, to identify areas that contribute to erosion and sediment problems or any other pollutant discharges. If additional measures are needed, inform the City Engineer immediately and document all inspection findings and actions taken.

15. Conduct visual observations before, during, and after storm events. Any breach, malfunction, leakage, or spill observed that could result in the discharge of pollutants to surface waters that might not be visually detectable in stormwater shall trigger the collection of a sample of discharge. The following procedures shall be followed during sampling:

Sampling Procedures:

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

16. Contact the City of Alameda Environmental Services Division in the event of any slope failure, sediment pond overflow, or any other malfunction resulting in sediment-laden runoff. The City shall, in turn, report such incidents to the Regional Water Quality Control Board.

17. Clearly mark with the words, “No Dumping! Drains to Bay” or the equivalent, using methods approved by the City of Alameda, onto the on-site storm drain inlets. All on-site storm drains must be inspected and, if necessary, cleaned, at least once a year immediately prior to the rainy season. Additional cleaning may be required by the City of Alameda.

18. Require all concrete trucks used in the performance of the work to have a self-contained washout system, rather than do washout on the site. The idea is to avoid:

- a. An undesirable pile of concrete on the jobsite, and
- b. The possibility of debris on city streets.

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

These recommendations are intended to be used in conjunction with the State's Best Management Practices Municipal and Construction Handbooks, local program guidance materials from municipalities, Section 7.1.01, of the Standard Specifications and any other appropriate documents on storm water quality controls for construction. If you need assistance in checking these documents, contact Clean Water Program Specialist at 510-747-7950.

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

#### **7-1.22 RECYCLING OF CONSTRUCTION AND DEMOLITION DEBRIS REQUIRED**

The Contractor shall prepare and submit to [alameda.wastetracking.com](http://alameda.wastetracking.com) a Waste Management Plan to recycle at least 65% of construction and/or demolition debris to an approved materials recycling location that has proven and verified recycling rates. Source separation of inerts (concrete, rock, brick, asphalt, etc.) is encouraged where possible. The 65% recycling rate shall be determined by total weight of materials.

The Contractor shall also submit to [alameda.wastetracking.com](http://alameda.wastetracking.com) a Summary Report, containing proof of actual recycling results of construction and/or demolition debris hauled from the project (ex. processing facility tonnage receipts verifying at least 65% recycling rate). Proof of an approved Waste Management Plan must be provided to the City Engineer before construction starts and proof of an approved Summary Report must be provided before project acceptance. The Contractor shall submit a request, along with proof in writing, to the City Engineer of the Contractor's inability to comply with this requirement.

Refer to Section 10-1.07, Construction Site Management, of these Special Provisions for additional requirements.

### **7-1.23 REMOVAL OF ASBESTOS, LEAD, CHROMIUM AND HAZARDOUS SUBSTANCES**

Refer to 10-1.12. REMOVE TRAFFIC STRIPE AND PAVEMENT MARKINGS, the special provisions and other sections of these specifications.

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

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

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

Bidders' attention is directed to Cal/OSHA regulations when working with lead containing materials, such as traffic striping, include 8 CA Code of Regs § 1532.1.

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

### **7-1.24 CLEAN AIR ACT OF 1970, ET SEQ. AND FEDERAL WATER POLLUTION CONTROL ACT AS AMENDED BY THE CLEAN WATER ACT OF 1977**

The Contractor agrees to comply with Federal clean air and water standards during the performance of this contract and specifically agrees to the following:



(October 15), in site de-watering activities and saw-cutting activities; shovel or vacuum saw-cut slurry and remove from the site).

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

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

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

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

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

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

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

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

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

## **7. SECTION 8. MATERIALS**

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

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

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

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

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

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

#### **PAVEMENT MARKERS, PERMANENT TYPE**

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

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

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

(for recessed applications only)

1. Ennis Paint, Model 948 (2.3" x 4.7")
2. Ennis Paint, Model 944SB (2" x 4")\*
3. Ray-O-Lite, Model 2002 (2" x 4.6")
4. Ray-O-Lite, Model 2004 (2" x 4")\*

\*For use only in 4.5 inch wide (older) recessed slots

Non-Reflective, 4-inch Round

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

#### PAVEMENT MARKERS, TEMPORARY TYPE

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

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

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

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

1. Apex Universal, Model 932
2. Pexco LLC, Models T.O.M., T.R.P.M., and "HH" (High Heat)
3. Hi-Way Safety, Inc., Model 1280/1281
4. Glowlite, Inc., Model 932

#### STRIPING AND PAVEMENT MARKING MATERIAL

Permanent Traffic Striping and Pavement Marking Tape

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

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

1. Advanced Traffic Marking, Series 200
2. Brite-Line, Series 100
3. Garlock Rubber Technologies, Series 2000
4. P.B. Laminations, Aztec, Grade 102
5. Swarco Industries, "Director-2"
6. Trelleborg Industries, R140 Series
7. 3M Series 620 "CR", and Series 780
8. 3M Series A145, Removable Black Line Mask



(Black Tape: for use only on Hot mix asphalt surfaces)

9. Advanced Traffic Marking Black "Hide-A-Line"

(Black Tape: for use only on Hot mix asphalt surfaces)

10. Brite-Line "BTR" Black Removable Tape

(Black Tape: for use only on Hot mix asphalt surfaces)

11. Trelleborg Industries, RB-140

(Black Tape: for use only on Hot mix asphalt surfaces)

Preformed Thermoplastic (Heated in place)

1. Flint Trading Inc., "Hot Tape"

2. Flint Trading Inc., "Premark Plus"

3. Ennis Paint Inc., "Flametape"

Ceramic Surfacing Laminate, 6" x 6"

1. Highway Ceramics, Inc.

#### CLASS 1 DELINEATORS

One Piece Driveable Flexible Type, 66-inch

1. Pexco LLC, "Flexi-Guide Models 400 and 566"

2. Carsonite, Curve-Flex CFRM-400

3. Carsonite, Roadmarker CRM-375

4. FlexStake, Model 654 TM

5. GreenLine Model CGD1-66

Special Use Type, 66-inch

1. Pexco LLC, Model FG 560 (with 18-inch U-Channel base)

2. Carsonite, "Survivor" (with 18-inch U-Channel base)

3. Carsonite, Roadmarker CRM-375 (with 18-inch U-Channel base)

4. FlexStake, Model 604

5. GreenLine Model CGD (with 18-inch U-Channel base)

6. Impact Recovery Model D36, with #105 Driveable Base

7. Safe-Hit with 8-inch pavement anchor (SH248-GP1)

8. Safe-Hit with 15-inch soil anchor (SH248-GP2) and with 18-inch soil anchor (SH248-GP3)

9. Safe-Hit RT 360 Post with Soil Mount Anchor (GPS) \

10. Shur-Tite Products, Shur-Flex Drivable \

Surface Mount Type, 48-inch

1. Bent Manufacturing Company, Masterflex Model MFEX 180-48

2. Carsonite, "Channelizer"

3. FlexStake, Models 704, 754 TM, and EB4

4. Impact Recovery Model D48, with #101 Fixed (Surface-Mount) Base

5. Three D Traffic Works "Channelflex" ID No. 522248W

6. Flexible Marker Support, Flexistiff Model C-9484-\

7. Safe-Hit, SH 248 SMR \

## CHANNELIZERS

### Surface Mount Type, 36-inch

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

### Lane Separation System

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

### CONICAL DELINEATORS, 42-inch

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

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

## OBJECT MARKERS

### Type "K", 18-inch

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

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

1. Bent Manufacturing "Masterflex" Model MF-360-24
2. Pexco LLC, Model FG324PE
3. Carsonite, "Channelizer"

4. FlexStake, Model 701KM
5. Safe-Hit, Models SH824SMA\_WA and SH824GP3\_WA
6. Three D Traffic Works ID No. 531702W and TD 5200
7. Three D Traffic Works ID No. 520896W
8. Safe-Hit, Dura-Post SHLQ-24"

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

##### Impactable Type

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

##### Non-Impactable Type

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

#### METAL BEAM GUARD RAIL POST MARKERS

(For use to the left of traffic)

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

#### CONCRETE BARRIER DELINEATORS, 16-inch

(For use to the right of traffic)

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

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

1. Stinson Equipment Company "SaddleMarker"

#### GUARD RAILING DELINEATOR

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

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

1. Pexco LLC, FG 427 and FG 527
2. Carsonite, Model 427
3. FlexStake, Model 102 GR

4. GreenLine GRD 27
5. Safe-Hit, Model SH227GRD
6. Three D Traffic Works "Guardflex" TD9100
7. New Directions Mfg, NDM27
8. Shur-Tite Products, Shur-Tite Flat Mount

Barrier, Guardrail Visibility Enhancement

1. UltraGuard Safety System, Potters Industries, Inc.

Steel Post Type

1. Carsonite, Model CFGR-327

RETROREFLECTIVE SHEETING

Channelizers, Barrier Markers, and Delineators

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

Traffic Cones, 4-inch and 6-inch Sleeves

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

Drums

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

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

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

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

1. Avery Dennison, W-2100 Series

Vertical Clearance Signs: Structure Mounted

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

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

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

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

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

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

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

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

1. Avery Dennison, WU-6014
2. Novabrite LLC, "Econobrite"
3. Reflexite "Vinyl"
4. Reflexite "SuperBright"
5. Reflexite "Marathon"
6. 3M Series RS20

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

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

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

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

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

1. 3M VIP Series 3981 Diamond Grade Fluorescent Yellow
2. 3M VIP Series 3983 Diamond Grade Fluorescent Yellow/Green
3. 3M VIP Series 3990 Diamond Grade
4. Avery Dennison T-9500 Series

5. Avery Dennison, T9513, Fluorescent Yellow Green
6. Avery Dennison, W9514, Fluorescent Orange
7. Avery Dennison, T-9511 Fluorescent Yellow

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

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

#### SPECIALTY SIGNS

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

#### ALTERNATIVE SIGN SUBSTRATES

Fiberglass Reinforced Plastic (FRP) and Expanded Foam PVC

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

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

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

**9. SECTION 9. (INTENTIONALLY LEFT BLANK)**

**10. SECTION 10. CONSTRUCTION DETAILS**

**10-1 CONSTRUCTION DETAILS**

Note: Where no pay item is listed in the bid schedule, the cost for the work described in these construction details shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

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

The Contractor shall maintain at least one lane of traffic in each direction at all times during construction. The full width of the traveled way shall be open for use by public traffic when construction operations are not actively in progress on working days and times provided. All lane closures shall be subject to the prior approval of the City Engineer.

The provisions in Section 12 of the Standard Specifications, regarding furnishing and installing of signs, cones, lights, flares, temporary railing, barricades and other traffic control facilities used for the temporary traffic control are hereby revised to provide that all signs and other warning devices shall be provided by the Contractor and shall become his property after the completion of the contract. The Contractor shall refer to the current “Manual of Warning Signs, Lighting and Devices for use in the Performance of Work Upon Highways” and the “Uniform Sign Chart” issued by the Department of Transportation, Division of Operations, as well as Chapter 6 of the current MUTCD - California.

Flagging must comply with Section 12-1.

No additional compensation will be allowed the Contractor for providing for the free passage of traffic through the work.

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

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

A traffic control plan **signed by a California licensed traffic engineer** identifying the size and location of such facilities shall be submitted to the Engineer for approval at least **one week prior to the preconstruction meeting. No work shall commence without an approved traffic control plan.** Any work being performed without an approved traffic control plan shall be stopped and not paid for until the traffic control plan is approved by the City. To avoid project delays, the Contractor will be responsible in ensuring a properly designed traffic control

plan is submitted for review by the City. Any delays due to the lack of a properly designed traffic control plan will be the responsibility of the Contractor and no additional compensation will be allowed.

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 7-1.17, "Public Convenience & Safety", of the Standard Specifications.

**Contractor shall submit its project schedule for approval to the Engineer at least one week prior to the construction meeting. The schedule shall allow residents on the streets impacted ample "on street" parking within a reasonable distance from their business. Based upon the submitted schedule, the Contractor shall notify residents and businesses of the proposed work and post temporary "No Parking" signs 72-hours in advance. Requests for changes in the schedule shall be submitted by the Contractor to the Engineer for approval at least 48-hours prior to the scheduled paving of the streets affected. Night work shall be subject to City Manager's approval.**

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 7-1.17, "Public Convenience & Safety", of the Standard Specifications.

#### **10-1.02 ORDER OF WORK**

Order of work shall conform to provisions of Section 5, "Control of Work", of the Standard Specifications and these Special Provisions.

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



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

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

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.

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

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

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

### **10-1.03 EQUAL AND/OR APPROVED EQUAL**

Wherever the term "or equal" and/or "approved equal" are used following a trade name or the mention of any patented product in the specifications, they shall be deemed to read "or their equals in quality and utility" where two or more such trade names or patented products are mentioned. If any trade name or patented product or process is mentioned in these specifications and is not followed by any such term as "or equal", such trade name or patented product or process shall be deemed to be followed by the words "or its equal in quality and utility" or "or their equals in quality and utility" if more than one is mentioned. Trade names, proprietary products and methods are used merely as standards of quality and utility and to designate the type of material and processes desired. Materials and processes of equal quality and utility may be furnished or used so long as such substitution causes no delay to product delivery and/or installation and the Contractor has received written approval therefor by the Engineer. The Contractor shall allow 30 days for the Engineer's review of the proposed substitution.

#### **10-1.04 EXISTING IMPROVEMENTS**

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

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

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

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

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

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

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

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

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

with the work to completion. The cost of the Contractor cutting the tree roots involved shall be included in the cost of the work.

#### **10-1.06 UTILITY RELOCATIONS**

The known existing utilities and pipelines except building connections (laterals) are 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.

#### **10-1.07 CONSTRUCTION SITE MANAGEMENT (BID ITEM #1)**

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,
  - 1. Adhesives,
  - 1. 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 lump sum price paid for construction site management 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.

**10-1.08 WATER POLLUTION CONTROL PROGRAM (BID ITEM #2)**

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
4. 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 7 days after contract approval, the Contractor shall submit 2 copies of the WPCP to the Engineer. The Contractor shall allow 15 days for the Engineer's review. If revisions are required, the Engineer will provide comments and specify the date that the review stopped. The Contractor shall revise and resubmit the WPCP within 7 days of receipt of the Engineer's comments. The Engineer's review will resume when the complete WPCP is resubmitted. When the Engineer approves the WPCP, the Contractor shall submit 3 copies of the approved WPCP to the Engineer.

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,
- F. On a predetermined schedule, a minimum of once every 2 weeks outside of the defined rainy season, and
- G. 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 lump sum price paid for prepare water pollution control program 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.

#### **10-1.09 TRAFFIC CONTROL SYSTEMS (BID ITEM # 4)**

A. DESCRIPTION. A traffic control system shall consist of closing traffic lanes in accordance with the details shown on T-11 of the most current State Standard Plans (as amended), the contract plans, the provisions of Section 12, "Temporary Traffic Control" of the 2018 edition of the State Standard Specifications and these Special Provisions. All traffic control plans proposed by the Contractor shall be reviewed and approved by the City Engineer prior to implementation.

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 2018 edition of the State 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.

**The Contractor shall provide a Traffic Control Plan and Pedestrian Safety Plan to the Project Engineer prior to commencement of construction.**

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

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

The Contractor shall notify residents and businesses by door hanger of lane closures, temporary loss of access, and curb & gutter work, stating the date(s) of work, limits of access, and hours of construction. The door hangers shall be delivered no later than 24 hours prior to road closure. Prior to dissemination the Engineer shall approve the door hanger and present a copy to the City Engineer.

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.

Contractor will coordinate with AC Transit to maintain bus stops or to relocate bus stops during the various stages of construction.

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.
4. Keep existing traffic signal and roadway lighting systems in operation throughout the construction work.

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

1. Conduct the construction so that the least inconvenience as possible is caused to abutting property owners.
2. Maintain ready access to houses or businesses along the line of work, including the construction of temporary ramps for access.
3. 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 sketches for providing continuous access to business owners, school driveways, bus stops and residential driveways.
6. Pedestrian Safety Plan will show notes and devices for providing continuous safe access to crosswalks and curb ramps.
7. Pedestrian Safety Plan will include access to and from Lum Elementary School and Rittler Park, for pedestrians, cyclists, transit users, and people using on-street parking.
8. 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. Hours for adjacent school children entering site
  - c. Proper conduct towards the public, businesses, park users, school children, cyclists, people with disabilities, and residents.
  - d. Proper driving requirements
  - e. 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 May 2006 edition of the State Standard Specifications, Section 4.1.03, 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 9-1.03, Force Account payment of the May 2006 edition of the State Standard Specifications for increased work.

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

C. PAYMENT. The contract lump sum price paid for “**Traffic Control & Pedestrian Access**” 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 lump sum price paid for Traffic Control and no additional compensation will be allowed therefore, the shared cost for providing flagging as specified in 12-2.02 “Flagging Cost”, of the Standard Specifications, shall not apply to the item of traffic control.

### **10-1.10 TEMPORARY PAVEMENT DELINEATION**

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

#### **General**

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

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

replaced with a new pattern of temporary pavement delineation or permanent pavement delineation, or as determined by the Engineer.

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

### **Temporary Laneline and Centerline Delineation**

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

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

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

### **Temporary Pavement Markers**

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

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

Temporary pavement markers shall be placed in conformance with the manufacturer's instructions and shall be cemented to the surfacing with the adhesive recommended by the

manufacturer, except epoxy adhesive shall not be used in areas where removal of the pavement markers will be required.

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

Full compensation for furnishing, placing, maintaining, and removing the temporary pavement markers (including underlying adhesive, layout (dribble) lines to establish alignment of temporary pavement markers or used for temporary laneline and centerline delineation) shall be considered as included in the contract prices paid for the items of work that obliterated the laneline and centerline pavement delineation and no separate payment will be made therefor.

**10-1.11. REMOVE EXISTING PAVEMENT MARKER:**

This paragraph also covers Detail 10, Detail 23, Detail 33 and Detail 38C.

Existing pavement markers, including underlying adhesive, within the limits of work, shall be removed and disposed of prior to resurfacing or when no longer required for traffic lane delineation as determined by the Engineer.

Full compensation for removing and disposing of pavement markers and underlying adhesive shall be considered as included in the contract price paid per ton for HMA and no separate payment will be made therefor.

**10-1.12. REMOVE TRAFFIC STRIPE AND PAVEMENT MARKINGS (BID ITEM #5, ITEM #6 and ITEM #7)**

All existing traffic stripe and pavement marking shall be removed by the contractor within the project limits shown on the plans and as directed by the Engineer.

Attention is directed to "Water Pollution Control" of these special provisions.

Waste from removal of yellow and white thermoplastic and yellow and white painted traffic stripe and pavement marking may contain lead chromate in average concentrations greater than or equal to 5 mg/L Soluble Lead or 1000 mg/kg Total Lead. Yellow and white thermoplastic and yellow and white paint traffic stripe and pavement marking exist as shown on the plans. Residue produced from the removal of yellow and white thermoplastic and yellow and white paint may contain heavy metals in concentrations that exceed thresholds established by the California Health and Safety Code and Title 22 of the California Code of Regulations. The Contractor shall assume that the residue is not regulated under the Federal Resource Conservation and Recovery Act (RCRA). Yellow and white thermoplastic and yellow and white paint may produce toxic fumes when heated.

The removed yellow and white thermoplastic and yellow and white paint shall be disposed of at a Class 1 disposal facility in conformance with the requirements of the disposal

facility operator within 90 days after accumulating 220 pounds of residue and dust. The Contractor shall make necessary arrangements to test the yellow and white thermoplastic and yellow and white paint residue as required by the disposal facility and these special provisions. Testing shall include, at a minimum, (1) Total Lead by EPA Method 6010B and Chromium by EPA Method 7000 series, (2) Soluble Lead and Chromium by California Waste Extraction Test, and (3) Soluble Lead and Chromium by Toxicity Characteristic Leaching Procedure. From the first 222 gallons of waste, or portion thereof if less than 222 gallons of waste are produced, a minimum of four randomly selected samples shall be taken and analyzed individually. Samples shall not be composited. From each additional 888 gallons of waste, or portion thereof if less than 888 gallons are produced, a minimum of one additional random sample shall be taken and analyzed. Each sample shall be homogenized prior to analysis by the laboratory performing the analyses. A sample aliquot sufficient to cover the amount necessary for the total and the soluble analyses shall then be taken. This aliquot shall be homogenized a second time and the total and soluble (if necessary) run on this aliquot. The homogenization process shall not include grinding of the samples. The Contractor shall submit the name and location of the disposal facility and analytical laboratory along with the testing requirements to the Engineer not less than 5 days prior to the start of removal of yellow and white thermoplastic and yellow and white painted traffic stripe and pavement marking. The analytical laboratory shall be certified by the Department of Health Services Environmental Laboratory Accreditation Program for all analyses to be performed. Test results shall be provided to the Engineer for review prior to signing a waste profile as requested by the disposal facility, prior to issuing an EPA identification number, and prior to allowing removal of the waste from the site.

The Contractor shall prepare a **project specific Lead Compliance Plan** to prevent or minimize worker exposure to lead while handling removed yellow and white thermoplastic and yellow and white paint residue. Attention is directed to Title 8, California Code of Regulations, Section 1532.1, "Lead," for specific Cal OSHA requirements when working with lead.

The Lead Compliance Plan shall contain the elements listed in Title 8, California Code of Regulations, Section 1532.1(e)(2)(B). Before submission to the Engineer, the Lead Compliance Plan shall be approved by an Industrial Hygienist certified in Comprehensive Practice by the American Board of Industrial Hygiene. The Plan shall be submitted to the Engineer at least 7 days prior to beginning removal of yellow and white thermoplastic and yellow and white paint.

Prior to removing yellow and white thermoplastic and yellow and white painted traffic stripe and pavement marking, personnel who have no prior training, including City personnel, shall complete a safety training program provided by the Contractor that meets the requirements of Title 8, California Code of Regulations, Section 1532.1, "Lead," and the Contractor's Lead Compliance Program.

Personal protective equipment, training, and washing facilities required by the Contractor's Lead Compliance Plan shall be supplied to City personnel by the Contractor. The number of City personnel will be 2.

Where grinding or other methods approved by the Engineer are used to remove yellow and white thermoplastic and yellow and white painted traffic stripe and pavement marking, the

removed residue, including dust, shall be contained and collected immediately. Collection shall be by a high efficiency particulate air (HEPA) filter equipped vacuum attachment operated concurrently with the removal operations or other equally effective methods approved by the Engineer. The Contractor shall submit a written work plan for the removal, storage, and disposal of yellow and white thermoplastic and yellow and white painted traffic stripe and pavement marking to the Engineer for approval not less than 15 days prior to the start of the removal operations. Removal operations shall not be started until the Engineer has approved the work plan.

The removed yellow and white thermoplastic and yellow and white painted traffic stripe and pavement marking residue shall be stored and labeled in covered containers. Labels shall conform to the provisions of Title 22, California Code of Regulations, Sections 66262.31 and 66262.32. Labels shall be marked with date when the waste is generated, the words "Hazardous Waste," composition and physical state of the waste (for example, asphalt grindings with thermoplastic or paint), the word "Toxic," the name and address of the Engineer, the Engineer's telephone number, contract number, and Contractor or subcontractor. The containers shall be a type approved by the United States Department of Transportation for the transportation and temporary storage of the removed residue. The containers shall be handled so that no spillage will occur. The containers shall be stored in a secured fenced enclosure at a location within the project limits until disposal, as approved by the Engineer.

If the yellow and white thermoplastic and yellow and white painted traffic stripe and pavement marking residue is transported to a Class 1 disposal facility as a hazardous waste, a manifest shall be used, and the transporter shall be registered with the California Department of Toxic Substance Control. The Contractor shall submit a written request for the United States Environmental Protection Agency Identification Number (US EPA ID Number) to the Engineer. The Engineer will obtain the US EPA ID Number and sign all manifests as the generator within 2 working days of receiving sample test results, approving the test methods, and receiving the written request for the US EPA ID Number from the Contractor. The Contractor shall submit receiving landfill documentation of proper disposal to the Engineer.

Additional disposal costs for removal residue regulated under RCRA, as determined by test results, will be paid for as extra work as provided in Section 4 1.03D, "Extra Work," of the Standard Specifications.

Nothing in these special provisions shall relieve the Contractor of the Contractor's responsibilities as specified in Section 7 1.09, "Public Safety," of the Standard Specifications.

Full compensation for providing a written work plan for the removal, storage, and disposal of yellow and white thermoplastic and yellow and white painted traffic stripe and pavement marking and for providing receiving landfill documentation of proper disposal of yellow and white thermoplastic and yellow and white painted traffic stripe and pavement marking shall be considered as included in the contract prices paid per foot for remove yellow and white thermoplastic/painted traffic stripe and paid per square foot for pavement marking and no separate payment will be made therefor.

Full compensation for the removal and disposal of yellow and white thermoplastic and yellow and white painted traffic stripe and pavement marking that are removed as a part of cold planing or roadway excavation shall be considered as included in the contract price paid per square yard for cold planing or roadway excavation, as applicable, and no separate payment will be made. Yellow and white thermoplastic and yellow and white painted traffic strip and pavement markings collected with cold planing and/or excavation shall be considered sufficiently diluted by the asphalt collected concurrently to be non-hazardous, and will not be subject to the collection or disposal requirements described above.

#### **10-1.13. ADJUST MANHOLE TO GRADE (BID ITEM #8)**

Frames and covers of existing manholes, cleanouts, junction structures or other facilities shall be set flush with the adjacent surface in conformance with the provisions in Section 15-2.05, "Reconstruction," of the Standard Specifications.

The work shall be accomplished by adding brick and mortar shimming devices or chipping the structure material directly under the castings in fresh cement mortar. The excavations around the adjusted frames shall be filled with compacted Portland cement concrete to a level 1 ½" below the finished pavement surface. Ring risers will be permitted on manholes and cleanouts prior to resurfacing.

**Payment** shall be at the contract unit price per manhole or cleanout adjusted; such payment shall include full compensation for furnishing all labor, tools, equipment and materials and doing all work involved in adjusting the rim elevation to the grade as specified above.

#### **10-1.14. COLD PLANE ASPHALT CONCRETE PAVEMENT (BID ITEM #9 and BID ITEM #10)**

Existing asphalt concrete pavement shall be cold planed at the locations and to the dimensions shown on the plans or as directed by the Engineer in the field.

**Note that the Contractor is required to recycle the asphalt removed, and that the asphalt in this contract may contain a layer of engineered fabric. The Contractor is advised to include the cost of fabric separation in his total bid, if the recycling facility will not accept asphalt contaminated fabric.**

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

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

The depth, width, and shape of the cut shall be as shown on the plans or as designated by the Engineer. The final cut shall result in a uniform surface conforming to the plans. The



outside lines of the planed area shall be neat and uniform. Planing asphalt concrete pavement operations shall be performed without damage to the surfacing to remain in place.

Planed widths of pavement shall be continuous except for intersections at cross streets where the planing shall be carried around the corners and through the conform lines. Following planing operations, a drop-off of more than 0.15-foot will not be allowed between adjacent lanes open to public traffic.

All loose material planed from the street surface, including material deposited in the existing gutter or on the adjacent traveled way, shall immediately be removed from the work site. The removal crew shall follow within fifty (50) feet of the planer, unless otherwise directed by the Engineer. The Contractor shall furnish and operate a self-loading motor sweeper with spray nozzles for the final clean-up work and shall keep the planed area clean at all times until the street is resurfaced.

Where transverse joints are planed in the pavement at conform lines no drop-off shall remain between the existing pavement and the planed area when the pavement is opened to public traffic. If Hot Mix Asphalt (HMA) has not been placed to the level of existing pavement before the pavement is to be opened to public traffic a temporary HMA taper shall be constructed. HMA for temporary tapers shall be placed to the level of the existing pavement and tapered on a slope of 30:1 (Horizontal: Vertical) or flatter to the level of the planed area. HMA tapers shall be placed adjacent to driveways as directed by the Engineer to prevent cars from scraping the pavement/driveway surfaces when using the driveway after the planing operation. HMA tapers shall also be placed at pedestrian crosswalks to meet ADA accessibility guidelines.

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

Operations shall be scheduled so that not more than seven (7) days shall elapse between the time when transverse joints are planed in the pavement at the conform lines and the permanent surfacing is placed at the conform lines.

The material planed from the roadway surface, including material deposited in existing gutters or on the adjacent traveled way, shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications. Removal operations of cold planed material shall be concurrent with planing operations and follow within 50 feet of the planer, unless otherwise directed by the Engineer.

**Cold Plane Asphalt Concrete Pavement, Full Plane (BID ITEM #9)** will be measured by the square yard. The quantity to be paid for will be the actual area of surface cold planed irrespective of the number of passes required to obtain the depth shown on the plans.

Existing asphalt concrete pavement shall be planed per limits shown on plans and in accordance with "Wedge Cut" listed below, except as follows.

The depth of cut shall be two and one-half inches (2.5") below the surface of the existing asphalt concrete. The outside lines of the planed area shall be neat and uniform. The street surfacing to remain in place and the existing concrete curb and gutter shall not be damaged in any way.

**Resurface planed AC areas the same working day from the day the areas were planed. The streets shall be swept, repeatedly if necessary, to minimize loose material.**

**Cold Plane Asphalt Concrete Pavement, Wedge Cut (BID ITEM #10).** Planing and removing asphalt concrete pavement will be measured by the linear foot. The quantity to be paid for will be the actual length of half street cold planed with a wedge cut, irrespective of the number of passes required to obtain the depth shown on the plans. Each half street will be counted separately. The depth of cut shall be one and one-half inches (1.5") below the surface along the gutter lip, along curb face, or along limits of wedge cut as shown on the plans, tapered out to zero depth over a minimum six-foot (6') width for wedge cut. The street surfacing to remain in place and the existing concrete curb and gutter shall not be damaged in any way.

**Payment:** The contract price paid per square yard for cold plane asphalt concrete pavement (**Bid Item #9**), and the contract unit price paid per linear foot for cold plane asphalt concrete pavement, wedge cut (**Bid Item #10**) shall include full compensation for furnishing all labor, materials, tools, equipment, mobilization, and incidentals, and for doing all the work involved in cold planing asphalt concrete surfacing and off hauling and disposing of materials removed, removal and disposal of fabric membrane; and constructing, maintaining, removing, and disposing of temporary HMA tapers, as specified in the Standard Specifications and these special provisions and as directed by the Engineer.

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

#### **10-1.15 HOT MIX ASPHALT (BID ITEM #13)**

This work includes producing and placing hot mix asphalt type A in accordance with Section 39, "Hot Mix Asphalt," of the Standard Specifications AS CURRENTLY AMENDED. This section was completely replaced in the 06-05-09 Amendments. Quality control and quality assurance will be determined under the "Standard" section.

Asphalt binder for HMA shall be PG 64-10.

The maximum size of aggregate for HMA shall be 1/2 - inch for all lifts.

At least three (3) days prior to the beginning of work, the Contractor shall notify all affected property owners, residents, business, schools and agencies by an approved, written notice detailing streets and limits of work to be done and the hour of work. The contractor shall,

prior to the beginning of Work, post on all streets that are to be worked upon with approved “No Parking – Tow Away” signs. The signs shall also state the day of the week and hours of no parking.

Prior to the HMA overlay operation, the contractor shall remove and off haul all existing pavement striping, legends and raised pavement markers within the HMA overlay limits.

If contractor cannot perform HMA overlay on the same day after removing the existing traffic striping from the street, the contractor shall install temporary traffic markers on that street.

Do not leave a vertical joint more than 0.15 foot high between adjacent lanes open to public traffic. Place W8-11 "UNEVEN LANES" signs adjacent to the traveled way's outside edge. Place the first W8-11 sign where the vertical joint begins in the direction of travel on that lane. Place the W8-11 signs at 1,000-foot maximum intervals and at public roads entering the traffic lane.

A tack coat of SS-1 emulsified asphalt shall be applied to the existing asphalt and concrete areas prior to placement of HMA.

The Contractor will be required to furnish a minimum of one 12-ton, 3-wheel roller or tandem roller and one 8-ton, 2-axle tandem roller for each asphalt paver, unless otherwise approved by the Engineer.

Rolling shall be performed in such a manner that cracking, shoving, or displacement occurring as a result of reversing the direction of the roller or from any other cause, shall at once be corrected by the use of rakes and fresh HMA mixture where required.

Weight Certificates. A duplicate certified ticket giving the weight of material in the truck and the date and time of weighing shall be given to the Inspector on the job as soon as the truck arrives at the work. All trucks used for hauling HMA shall be weighed empty daily at such times as directed by the Engineer.

All loose HMA material deposited on adjacent street surfaces, gutters, and sidewalks, at the jobsite and on all routes traveled between the HMA source and the jobsite, shall immediately be removed. The Contractor shall furnish and operate a minimum of one self-loading motor sweeper for this work during the entire HMA placement and subsequent HMA clean up.

Where work is unfinished at a pedestrian crosswalk at the end of a working day, the edge of the paved surface to said crosswalk shall be feathered to provide a smooth pathway for foot traffic that conforms with ADA accessibility guidelines. The pavement shall be protected from traffic until thoroughly cooled and set.

Damage to existing curb, gutter or reconstruction required by the Engineer, caused by carelessness or inefficiency of the Contractor, shall be repaired or replaced at his expense.

Existing pavement markers, including underlying adhesive, when no longer required for traffic lane delineation as determined by the Engineer, shall be removed and disposed of. Full

compensation for removing and disposing of pavement markers and underlying adhesive shall be considered as included in the contract price paid per ton for HMA and no separate payment will be made therefore.

**MEASUREMENT AND PAYMENT.** Payment shall be made at the contract unit price per ton of HMA, such payment shall include full compensation for furnishing all labor, tools, equipment, mobilization, noticing, and materials, including surface preparation, leveling course, removing all traffic striping, markers, tack coat, protection of work and traffic control, and doing all the work involved in installing the HMA complete in place.

#### **10-1.16 REPLACE ASPHALT CONCRETE SURFACING (BID ITEM #12)**

This work includes removing existing asphalt concrete surfacing and replacing with hot mix asphalt (HMA). The Engineer determines the exact limits of replaced asphalt concrete surfacing.

#### **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 64-10.

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.

At least three (3) days prior to the beginning of work, the Contractor shall notify all affected property owners, residents, business, schools and agencies by an approved, written notice detailing streets and limits of work to be done and the hour of work. The contractor shall, prior to the beginning of Work, post on all streets that are to be worked upon with approved "No Parking – Tow Away" signs. The signs shall also state the day of the week and hours of no parking.

Pavement failure areas marked in the field with the minimum width of six feet and half (6.5') and/or noted on the plan shall be reconstructed. Pavement areas shall be repaired prior to grinding and shall be flush with existing pavement.

The failure areas shall be excavated to required depth of 6" as shown in the typical sections and marked on site. Reconstruction shall consist of placing asphalt concrete as detailed on plan. HMA shall be placed in two lifts for locations with 4" deep and three lifts for locations with 6" deep. A tack coat of SS-1 emulsified asphalt shall be applied to the existing ground prior to placement of HMA. The finish HMA shall be rolled flush with the adjacent existing pavement. Subgrade may be tested by qualified personnel, arranged by the Engineer, to assure that the required compaction has been obtained.

**Failed area locations shall be backfilled and resurfaced the same working day as the start of break out.**

Replace asphalt concrete in a lane before the lane is specified to be opened to public traffic under "Maintaining Traffic" of these special provisions.

Before removing asphalt concrete, outline the replacement area and cut neat lines with a saw or grind to full depth of the existing asphalt concrete. Do not damage asphalt concrete and base remaining in place.

Dispose of removed material under Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

### **Measurement and Payment**

The Engineer measures replace asphalt concrete surfacing based on the specified dimensions and any adjustments ordered. In the cases where HMA is specified to be placed to a level below final finished grade, in anticipation of cold planing the remainder of the street, only the volume from the bottom of the specified plane to the bottom of the anticipated cold planing will be measured.

The contract price paid per cubic yard for replace asphalt concrete surfacing includes full compensation for furnishing all labor, materials, tools, equipment, mobilization, and incidentals, and for doing all the work involved in replacing asphalt concrete surfacing including surface preparation, public noticing, saw-cutting, removal and disposal of excavated material, removal and disposal of fabric, tree root trimming, compaction, tack coat and HMA , complete in place as shown on the plans, as specified in the Standard Specifications and the special provisions, and as directed by the Engineer. Cost for compaction testing will be borne by the City and is not included in the contract unit price for replace asphalt concrete surfacing. The Contractor shall furnish and supply water with no additional payment to 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.

### **10-1.17. REMOVE CONCRETE (CURB, GUTTER, SIDEWALK, DRIVEWAY, AND CURB RAMP) (BID ITEM #11)**

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, driveway, curb ramp, curb and gutter where it is necessary to remove the concrete. The depth of the cut shall be a minimum of 1-1/2" and straight; and, if two cuts are made, they shall be parallel. The cut shall be deep enough to permit complete breakage of the concrete without

ragged edges. Sawcut debris is not permitted to enter the storm drain system and shall be vacuumed up by the contractor

**Payment** shall be at the contract unit price per cubic yard of removal of concrete, such payment shall include full compensation for furnishing all labor, tools, equipment, and incidentals, and for doing all the work involved in mobilization, saw-cutting, excavated material, removal and disposal of excess material, including existing concrete curb, gutter, driveway, curb ramp and sidewalk as directed by the Engineer.

**10-1.18. INSTALL CONCRETE (CURB, GUTTER, DRIVEWAY, SIDEWALK, AND CURB RAMP) (BID ITEM #14)**

Curbs, Curb & Gutter, Sidewalk, Driveway 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, gutter, local depressions, driveway and catch basins tops shall be colored by adding to the mix a proportionate amount of the best quality lampblack, such proportion to be 1½ 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.

Gutter shall be eight-inch (8") in thickness and width shall be 1'.5 as shown on plan or conform with existing gutter.

Sidewalk shall be three-inch (3"). Curb ramps and driveway shall be four-inch (4") in thickness. Score line shall be spaced as shown on plan or as directed by the construction inspector. All sidewalk constructed shall be given the same surface finish as the surrounding sidewalk except that the smooth jointed edge finish on both sides of the score mark will not be required.

**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.

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').

**Payment** for construction of new concrete work and reconstruction of existing concrete work will be at the contract price per cubic yard. Such payment shall include full compensation for furnishing all labor, tools, equipment, mobilization, and materials, and doing all the work necessary for construction of concrete work including mobilization, preparation and compaction of aggregate base, excavation, aggregate base and backfill, HMA backfill, and disposal of excess material.

#### **10-1.19. DETECTABLE WARNINGS (BID ITEM #15)**

Detectable warnings shall be ADA Solutions, Inc., Surface Applied Panel System, or approved equal. Contractor shall apply a single panel on each new ramp, a single panel on each existing curb ramp that does not have detectable warnings, 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 shall be paid for at the contract price per square foot for detectable warning surfaces. 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.

#### **10-1.20. THERMOPLASTIC PAVEMENT MARKING (BID ITEM #26)**

Thermoplastic pavement markings shall be applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provisions.

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

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

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

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

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

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

**Payment** for pavement markings shall be at the contract unit price per square foot and shall include full compensation for furnishing all labor, materials, tools, equipment, mobilization, protection of work, noticing, and incidentals, and shall include but not be limited to, doing all work involved in pavement markings, establishing alignment for markings, layout work, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.



**10-1.21 THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE) (BID ITEMS #16 through 25)**

This paragraph covers Detail 22 (Bid Item #16), Detail 21 (Bid Item #17), Detail 27B (Bid Item #18), Detail 28 (Bid Item #19), Detail 38 (Bid Item #20), Detail 39 (Bid Item #21), Detail 40 (Bid Item #22), Detail 48 (Bid Item #23), Install Parking 'T' (Bid Item #24), and 12" Wide Thermoplastic Stripe (Bid Item #26).

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

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

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

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

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

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

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

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

Sprayable thermoplastic traffic stripes will be measured by the linear foot along the line of the traffic stripes, without deductions for gaps in broken traffic stripes. A double traffic stripe, consisting of two 4-inch wide yellow stripes, will be measured as one traffic stripe.

**Payment.** The contract price paid per linear foot for thermoplastic traffic stripe (sprayable) and per each for parking tees shall include full compensation for furnishing all labor, materials, tools, equipment, mobilization, and incidentals, and for doing all the work involved in applying sprayable thermoplastic traffic stripes and tees (regardless of the number, widths, and

patterns of individual stripes involved in each traffic stripe) including establishing alignment for stripes and tees, and layout work, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

**10-1.22 PAVEMENT MARKERS (FDP) BLUE REFLECTIVE) (BID ITEM #27) & TRAFFIC MARKERS (BID ITEM # 31 THRU BID ITEM # 34)**

This paragraph covers Detail 10 (Bid Item #31), Detail 23 (Bid Item #32), Detail 33 (Bid Item #33), Detail 38 C (Bid Item #34), Install Pavement marker (FDP) (Bid Item #27).

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

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

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

Pavement markers shall be installed in accordance with Traffic Manual or as directed by the Engineer. Locations for replacement of Fire Department pavement (FDP) markers for fire hydrant

**Payment** for installation of pavement markers shall be at the contract unit price per pavement marker for Bid #27 and contract price per linear foot for Bid Item #31 thru Bid Item #34 and shall include full compensation for furnishing all labor, materials, tools, equipment, mobilization, protection of work, and incidentals, and shall include but not be limited to, doing all work involved in blue Fire Department pavement markers.

**10-1.23. INSTALL SIGNAL LOOP DETECTOR, TYPE 'D' AND 'A' (BID ITEM # 30).**

Loop detector lead-in cable shall be Type B. Conductor for each inductive detector loop shall be continuous and unspliced and shall be Cal-Tran Type 2, moisture and heat resistant insulated, No. 14 stranded copper wire.

In lieu of the requirements in the fourth paragraph of Section 86-5.01A(5), "Installation Details", of the Standard Specifications, slots in asphalt concrete pavement shall be filled as follows:

After conductors are installed in the slots cut in the pavement, slots shall be filled with Over Kote® loop filler or approved equal, meeting Caltrans inductive loop filler specification #8040-41A-15.

The conductor shall megger the loops in the presence of the Engineer prior to the installation of the sealant. Minimum results of 100 megohms at 500 volts required. After the sealant is installed the loops will be meggered by the City with minimum results of 100 megohms at 500 volts required.

The Contractor shall test the detectors with a motor-driven cycle, as defined in the California Vehicle Code, that is licensed for street use by the Department of Motor Vehicles of the State of California. The unladen weight of the vehicle shall not exceed 220 pounds and the engine displacement shall not exceed 100 cubic centimeters. Special features, components, or vehicles designed to activate the detector will not be permitted. The Contractor shall provide an operator who shall drive the motor-driver cycle through the response or detection area of the detector at not less than three (3) miles per hour nor more than 25 miles per hour. The detector shall provide an indication in response to this test.

Inductive loop conductors shall run continuously from the lead-in at the nearest pull box through the loop and return to the lead-in. Splices will not be allowed.

Inductive loop detector conductors from individual loops shall be tagged in the pull box nearest the loop. Detector lead-in shall be tagged at the terminal board in the controller cabinet. Tags shall conform to Section 86-2.08 of the Standard Specifications. All loop conductor connections shall be soldered, taped with rubber tape, plastic tape, and sealed with Scotchkote® or approved equal.

Loop detector conductors shall be run in 2" conduit from detector handhole near gutter lip to pull box. Conductors shall be installed only in the presence of the Engineer. Loop lead-ins shall run continuously from the pull box nearest to the terminal board in the controller cabinet.

There are total of **10 loops type D** (5 turns) and **30 loops type A** (3 turns) at the following locations:

Traffic Loop Replacement: 2 Type D Loop Detectors and 6 Type A Loop Detectors on Pacific Avenue westbound direction approaching Main Street.

Traffic Loop Replacement: 1 Type D Loop Detectors and 3 Type A Loop Detectors on Pacific Avenue eastbound direction approaching Main Street.

**Payment.** Payment for installation of traffic signal loop detector, detector handhole and 2" new PVC conduit shall conform to the provisions in Section 86-8, "Payment" of the Standard Specifications and these Special Provisions.

Payment shall be at the contract unit price per traffic loop detector signal, construction shall include full compensation for furnishing all labor, materials, tools, equipment, mobilization, and incidentals, and for doing all work involved in installing, furnishing and installing loop detectors, maintaining traffic and connections, service, and making 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 traffic signal loop detector construction, shall be considered as included in the unit price bid and no additional compensation will be allowed therefore.

#### **10-1.24 CITY, STATE, AND UTILITY PERMITS (BID ITEM #35)**

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

The amounts shown in the bid form are allowance, which will change after the contract is awarded. Contractor will provide copies of receipts as proof of payment.

#### **10-1.25 INSTALL 3" PVC CONDUIT (BID ITEM # 28) AND INSTALL SIGNAL PULLBOX, No. 6 (BID ITEM #29)**

##### **No. 6 PULL BOXES:**

Pull boxes shall conform to the provisions in Section 86-2.06, "Pull Boxes," of the Standard Specifications, Plan Number ES-8 of the Standard Plans contained within these Specifications, and to these Special Provisions.

Pull boxes and extensions shall be plastic of the size shown on the plan. Covers shall be plastic labeled "Traffic Signals"

No pull boxes shall be labeled "Caltrans."

Pull boxes and covers located in streets or subject to traffic shall be approved for H-20 traffic loading. Steel or cast iron covers shall be used. Covers shall be inscribed as specified above.

Pull boxes shall not have locking type covers and pull box covers shall not have bolt holes unless noted otherwise. All pull boxes shall have extensions.

Grounding shall be required in all pull boxes.

Recesses for suspension of ballast will not be required.

All pull boxes shall have concrete bottoms.

Where pull boxes are located in unpaved areas, the tops shall be set level approximately two inches (2") above finished grade. Pull boxes located in paved areas shall be set flush with surrounding paved surface. Pull boxes located in wheelchair ramp areas shall be set flush and inclined at a slope in conformance to the existing ramp.

Final exact pull box locations will be determined in the field. The Engineer shall have the right to relocate boxes up to a radius of thirty feet (30') from the position shown on the plans without additional charge.

**NEW 3" PVC CONDUIT:**

Conduit shall conform to the provisions in Section 86-2.05, "Conduit," of the Standard Specifications and these Special Provisions.

Conduit installation shall be performed by trenching across traveled ways.

Non-metallic type, Schedule 40 conduit shall be used unless otherwise noted.

After pull boxes have been installed, the ends of conduits terminating in pull boxes shall be sealed with an approved type of sealing compound.

Underground conduit without conductors to be incorporated into a new system shall be cleaned with a mandrel or cylindrical wire brush and blown out with compressed air prior to pulling string.

Deviations from these specifications shall be requested from the City Engineer in writing.

**Conduit shall be laid to a depth of not less than 18" below grade in concrete sidewalk areas and curbed paved median areas, and 30" below finished grade in all other areas.**

Street Patching: Existing pavement that is removed by the Contractor during construction shall be replaced by compacting the subgrade and constructing a four-inch (4") asphaltic concrete pavement surface course on an 18" minimum thickness aggregate base(Class II) in all trenches in the street area. The work shall conform to the Engineer's Drawing No. 2930, Case 22, and the following requirements:

1. Asphaltic concrete surfacing shall be Type A, one-half inch (1/2") maximum aggregate size asphalt concrete and shall conform to the applicable requirements of Section 39 and 92 of the Standard Specifications. Paving asphalt of the performance grade PG64-10 shall be used unless otherwise permitted by the Engineer. A tack coat of SS-1 emulsified asphalt shall be applied to the existing ground surface, asphalt and concrete areas prior to replacement of asphalt concrete.
2. Portland cement concrete pavement base shall be Class "II" concrete and shall conform to the applicable requirements of Sections 40 and 90 of the Standard Specifications.

Temporary Patch: It shall be mandatory for the Contractor to maintain a good temporary patch upon all trenches from the time they are backfilled until they are satisfactorily completed.

The Engineer will determine whether the temporary patch is satisfactory. In general, the patch shall not be lower than the surrounding pavement and shall be topped with cutback.

**Trenching and Backfilling:** Trenching and backfilling shall conform to the provisions in Section 86-2.01, "Excavation and Backfilling" of the Standard Specifications, and these Special Provisions. Underground conduit, where subject to vehicular traffic, shall have a minimum depth of thirty inches (30") and shall be constructed according to the City Standard Drawing 2930, Case 22.

All trenches shall be shored where required for safety or to eliminate interference with other work being performed. All trenches shall be excavated with straight walls. Conduits shall be installed with three inches (3") radial clearance. This shall include right-angle crossings as well as parallel installations. Trenches shall not be excavated wider than necessary for the proper installation of the electrical appurtenances and foundations.

Approved local or imported material shall be used for backfill. When material from the excavation is unsuitable for backfill, it shall be disposed of as directed in Section XII, Paragraph C, of these specifications, and suitable material, free from rocks or abrasive materials, and approved by the Engineer, shall be furnished by the Contractor for the backfill. Backfill material shall be placed in horizontal, uniform layers not exceeding six inches (6") in thickness, before compaction, and shall be brought up uniformly on all sides of the structure or facility. Relative compaction shall be ninety-five percent (95%) or more as determined by the impact or field method compaction test.

A continuous plastic marker tape shall be installed above all conduits to show the location of the conduit to prevent damage that might be caused by future excavations in the vicinity of the conduit.

The tape shall be laid in a horizontal plane above the conduit. Under paved areas and sidewalks the tape shall be laid directly on top of the compacted earth subgrade before installation of standard street patch. In unpaved areas the tape shall be laid during the backfilling operation on smooth, compacted backfill eight inches (8") below finished grade surface.

Marker tape shall be polyethylene film, six inches (6") wide, four (4) mils thick, color red, marked with black lettering, which is an integral part of the plastic, with the following words repeated continuously along the tape, "CAUTION" and "BURIED ELECTRICAL LINE BELOW."

**Payment** shall be the contract unit price as shown on the Bidder's Proposal, and shall include full compensation for furnishing all labor, tools, material and equipment, and doing all the work necessary for furnishing and installing a complete conduit system, including foundation, conduits, pull box, utility trench crossing, including but not limited to mobilization, demobilization, disposal of material, traffic and pedestrian control, street patch.

Full compensation for all additional materials and labor not shown on the plans or specified, which are necessary to complete the installation of new 3” conduit, shall be considered as included in the unit price bid and no additional compensation will be allowed therefore.

**10-1.26 ADJUST SURVEY MONUMENT (BID ITEM #3)**

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.

Frames and covers of existing survey monument cover shall be set flush with the adjacent surface. Ring risers will be permitted on survey monument prior to resurfacing.

**Payment** shall be at the contract unit price per survey monument such payment shall include full compensation for furnishing all labor, tools, mobilization, equipment and materials and doing all work involved in adjusting the rim elevation to the grade as specified above.

**11. SECTION 11. (INTENTIONALLY LEFT BLANK)**

**12. SECTION 12. WORK ZONE SAFETY AND MOBILITY WORK ZONE SAFETY AND MOBILITY WORK ZONE SAFETY AND MOBILITY**

See Section 7-1.07, Public Convenience and Safety, Section 12 Temporary Traffic Control.

The Contractor shall abide by the California Manual of Uniform Traffic Control Devices (CA-MUTCD).

**13. SECTION 13. (INTENTIONALLY LEFT BLANK)**



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

- I. General
- II. Nondiscrimination
- III. No segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

## ATTACHMENTS

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

### I. GENERAL

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

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

### II. NONDISCRIMINATION

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

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

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

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

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

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

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

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

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

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

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

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

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

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

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

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

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

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

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

- a. The records kept by the contractor shall document the following:
  - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
  - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

**III. NONSEGREGATED FACILITIES**

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

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

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

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

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

**1. Minimum wages**

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (ii) The classification is utilized in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
  - d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

**2. Withholding**

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

**3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and

current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
    - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
    - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
    - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
  - (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
  - (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**4. Apprentices and trainees**

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

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

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

## b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

## c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

## d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

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**8. Compliance with Davis-Bacon and Related Act requirements.**

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

**VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
  - a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
    - (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
    - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
    - (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
    - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
  - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

#### VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

#### VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.



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**X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

**1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause or default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered

transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \*

**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
  - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website

(<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and normally possessed by a prudent person in the ordinary course of business dealings.

- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
  
3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed information of participant is not required to exceed that which is \$100,000 and that all such recipients shall certify and disclose accordingly.

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**FEMALE AND MINORITY GOALS**

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

<b>Minority Utilization Goals</b>		
Economic Area		Goal(Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	28.9  25.6  19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	16.1 14.3

i.

178	Stockton-Modesto, CA:	
	SMSA Counties:	
	5170 Modesto, CA	12.3
	CA Stanislaus	
	8120 Stockton, CA	24.3
	CA San Joaquin	
	Non-SMSA Counties	19.8
	CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Toulumne	
179	Fresno-Bakersfield, CA	
	SMSA Counties:	
	0680 Bakersfield, CA	19.1
	CA Kern	
	2840 Fresno, CA	26.1
	CA Fresno	
	Non-SMSA Counties:	23.6
	CA Kings; CA Madera; CA Tulare	
180	Los Angeles, CA:	
	SMSA Counties:	
	0360 Anaheim-Santa Ana-Garden Grove, CA	11.9
	CA Orange	
	4480 Los Angeles-Long Beach, CA	28.3
	CA Los Angeles	
	6000 Oxnard-Simi Valley-Ventura, CA	21.5
	CA Ventura	
	6780 Riverside-San Bernardino-Ontario, CA	19.0
	CA Riverside; CA San Bernardino	
7480 Santa Barbara-Santa Maria-Lompoc, CA	19.7	
CA Santa Barbara		
	Non-SMSA Counties	24.6
	CA Inyo; CA Mono; CA San Luis Obispo	
181	San Diego, CA:	
	SMSA Counties	
	7320 San Diego, CA	16.9
	CA San Diego	
	Non-SMSA Counties	18.2
	CA Imperial	

For the last full week July during which work is performed under the contract, you and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

**TITLE VI ASSURANCES**

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- (1) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- (2) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information
- (5) Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - (a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
  - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

**USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)**

The CONTRACTOR agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To Furnish within 20 days following the date of loading for shipments originating within the United State or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract

**FEDERAL TRAINEE PROGRAM SPECIAL PROVISIONS (to be used when applicable)****Training**

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the City of Alameda:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain the City of Alameda's approval for this submitted information before you start work. The City of Alameda credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training.



Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The City/County of Alameda and FHWA approves a program if one of the following is met:

1. It is calculated to:
  - Meet the your equal employment opportunity responsibilities
  - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training and it is administered in a way consistent with the equal employment responsibilities of federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of Alameda reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a federal-aid project and you do at least one of the following:
  - 2.1. Contribute to the cost of the training
  - 2.2. Provide the instruction to the apprentice or trainee
  - 2.3. Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training.