

CITY OF ALAMEDA

SPECIFICATIONS AND PLANS

FOR

FIRE STATION NO. 2

PAVEMENT IMPROVEMENTS

No. P.W. 05-20-25

SEALED PROPOSALS ARE DUE AT **2:00 PM June 9, 2020**

LOCATION: **PUBLIC WORKS DEPARTMENT
CITY HALL WEST
950 W. MALL SQUARE, ROOM 110
ALAMEDA, CA 94501**

NO MANDATORY PREBID MEETING

CITY OF ALAMEDA
950 WEST MALL SQUARE #110
ALAMEDA, CA 94501
Project Manager: Abdulla Ahmed
(510) 747-7937
Email: aahmed@alamedaca.gov

CITY ENGINEER'S APPROVAL

THE PROJECT SPECIFICATIONS CONTAINED HEREIN, FOR FIRE STATION NO. 2 CONCRETE IMPROVEMENTS HAVE BEEN APPROVED BY THE CITY ENGINEER IN ACCORDANCE WITH CITY OF ALAMEDA ORDINANCE NO. 3154 AND CALIFORNIA GOVERNMENT CODE 830.6.



Scott Wikstrom, P.E.
C56266 City Engineer
City of Alameda, CAS

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Attachment: Geotechnical Investigation Report dated August 24, 2018 and April 15, 2020 as stated in General Note 4 (Sheet 1) of the Construction Plans

GENERAL REQUIREMENTS

SECTION I. PROPOSAL AND CONTRACT REQUIREMENTS

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

FIRE STATION NO. 2 PAVEMENT IMPROVEMENTS

(Located at 635 Pacific Ave. Alameda, CA 94501)

No. P.W. 05-20-25

Electronic specifications and bidder's forms for bidding this project can only be obtained at the City of Alameda website, <https://www.alamedaca.gov/BUSINESS/Bid-on-City-Contracts>, or by calling (510) 747-7900. There is no cost for the specifications. **It is the responsibility of each prospective bidder to check the website periodically for updates, such as Addenda.**

Please direct all your questions to Abdulla Ahmed at aahmed@alamedaca.gov or at (510)747-7939.

The Project Manual (and any Addenda) is also available online at <https://www.alamedaca.gov/BUSINESS/Bid-on-City-Contracts>.

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

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

D. PROPOSAL FORM. All bids must be made upon blank forms which are included in these specifications (Exhibit A). **All bids must include all items in Exhibit A. All bidders must have completed at least three projects of similar nature and dollar value equivalent to or exceeding this project. Furnish details of those projects on the Reference Form included in Exhibit A.**

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

E. PRESENTING AND MARKING OF BIDS. Bids must be presented to the Public Works Department, 950 W. Mall Square, Room 110, Alameda, California, under sealed cover, plainly marked on the outside,

(NAME OF BIDDER)
FIRE STATION NO. 2 CONCRETE IMPROVEMENTS
IN ALAMEDA COUNTY
ALAMEDA, CALIFORNIA

Bids must be received by the Public Works Department by **2:00 p.m.** on the date set forth in the following paragraph.

Bids will be opened in the Public Works Department, 950 W. Mall Square, Room 110, Alameda, California, **at 2:01 p.m. on Tuesday, June 9, 2020.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION II. LEGAL RELATIONS AND RESPONSIBILITIES

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

B. RESERVED

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

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

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

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

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

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

D. PREVAILING WAGES:

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

2. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at <http://www.dir.ca.gov/dlsr/>. In the alternative,

the Contractor may view a copy of the prevailing rates of per diem wages at the City's Public Works Department, Building 1, 950 W. Mall Square, Room 110, Alameda. The Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. The Contractor shall defend, indemnify, and hold the City, its elected officials, officers, employees, volunteers, and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws and/or the City's Labor Compliance Program (hereinafter referred to as "LCP"), if any.

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

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

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

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

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

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

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

E. HOURS OF LABOR.

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

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

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

F. CERTIFIED PAYROLL.

1. Contractor's attention is directed to California Labor Code Section 1776, which requires Contractor and any subcontractors to keep an accurate payroll record and which imposes inspection requirements and penalties for non-compliance. Contractor is responsible for the submission of copies of payrolls by all subcontractors. Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract, and shall certify the following:

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

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

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

G. APPRENTICES.

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

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

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

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

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

I. REGISTRATION OF CONTRACTORS. Before submitting bids, contractors shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professional Code of the State of California. All Contractors must have an "A" license or a "C" license that allows them to complete the work specified herein, in a professional manner consistent with these specifications.

J. PERMITS AND LICENSES. The Contractor shall procure all permits and licenses, including City of Alameda business licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. However, the contractor will be reimbursed for construction permit fees. The estimated cost shown as an allowance in the

bid proposal is only for bidding purposes. Payment shall be made for the actual cost of the permit. The cost for a City of Alameda business license is not reimbursable. Each Subcontractor shall have a current City of Alameda business license.

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

1. **A City of Alameda Business License**

A City of Alameda business license can be obtained at the following address

City of Alameda
Finance Department,
2263 Santa Clara Avenue, Room 220
Alameda, CA 94501

<https://www.alamedaca.gov/BUSINESS/Business-Licensing-Permits>

K. **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.

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

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

N. **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).

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

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

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

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

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

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

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

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

The Traffic Control Plan shall cover, at minimum, all phases of work scheduled to occur in the first twenty (20) working days that will impact vehicular, pedestrian and bicycle traffic in the area. The Traffic Control Plan shall allow residents on the streets impacted ample "on street" parking within one (1) block of their homes. The Contractor shall have an approved Traffic Control Plan prior to commencing of work in the field. Contractor shall submit subsequent additions to the Traffic Control Plan in a timely manner to allow for the Engineer's review and shall be in conformance with Caltrans regulations and guidelines.

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.

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

S. UTILITIES. The location of railroad tracks, utility facilities and other structures shall be the responsibility of the Contractor. The Contractor shall contact the owners of those tracks, facilities and structures for any information that may be required. The Contractor shall contact USA NORTH 811 forty-eight (48) hours prior to commencement of work; and provide the city with the USA ticket number.

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.

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

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

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

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

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

1. Gather all construction debris on a regular basis and place it in a dumpster or other container which is emptied or removed on a weekly basis. When appropriate, use tarps on the ground to collect fallen debris or splatters that could contribute to stormwater pollution. After breaking old pavement, remove all pieces to avoid contact with rainfall or runoff.
2. Remove on-site piles from the site on a regular basis. Only temporary storage is allowed. All temporary soil or other stockpiles on site shall be securely covered with a tarp, plastic sheeting or similar material.
3. Remove all dirt/mud, gravel, rubbish, refuse and green waste from the sidewalk, street pavement, and storm drain system adjoining the project site daily and prior to rain. Clean up leaks, drips and spills immediately. Avoid unnecessary driving on unpaved areas during wet weather.
4. Install and maintain stabilized construction entrances to minimize the tracking of dirt, mud, dust and debris onto the public right-of-way.
5. Broom-sweep the sidewalk and public street pavement adjoining the project site daily and prior to rain. Caked-on mud or dirt shall be scraped from these areas before sweeping. At the completion of work the street shall be washed and the wash water collected and disposed offsite.
6. Install filter materials (such as block and gravel bags, sandbags, filter fabric) at the storm drain inlets surrounding the project site. Such inlet protections shall be installed before: the start of the rainy season (October 1st), site de-watering activities, saw-cutting activities, or any other activity that may result in the discharge of material to the storm drain. Filter materials shall be maintained and/or replaced as necessary to minimize short-cutting and to remove sediment deposits and buildup. Accumulated sediment/debris shall be disposed of properly.
7. Vacuum saw-cutting slurry and remove from site. Do not allow saw-cut slurry to enter the storm water conveyance system.
8. Create a contained and covered area on the site for the storage of cement bags, paints, flammables, oils, fertilizers, pesticides, or any other materials used on the project site that have the potential for being discharged to the storm drain system by wind, exposure to rainfall or in the event of a material spill.
9. Never clean machinery, tools, brushes, etc. or rinse containers into a street, gutter, storm drain or stream. See the *Building Maintenance and Remodeling* BMP flyer and ACCWP BMP brochures for more information. Contact the Public Works Department at 747-7930 for assistance with obtaining these documents.
10. Ensure that concrete/gunite supply trucks or concrete/plaster finishing operations do not discharge wash water into street gutters or drains. Concrete trucks shall have a self-contained washout system or discharge to a dedicated, secure site washout in order to avoid the possibility of debris on city streets or discharge of wash water to the storm water conveyance system.
11. Minimize removal of natural vegetation or ground cover from the site in order to minimize the potential for erosion and sedimentation problems. Re-plant the area, and stabilize all cut and fill slopes as soon as possible after grading is completed. At a minimum, 4,000 pounds/acre of straw with tackifier should be placed on all exposed soils including those within active work areas and flat lots. **No site grading shall occur between October 1 and May 31 unless approved erosion and sedimentation control measures are in place.**

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

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

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

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

Sampling Procedures:

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

16. Contact the City of Alameda Public Works Department at 510-747-7930 in the event of any slope failure, sediment pond overflow, or any other malfunction resulting in sediment-laden runoff. The City shall, in turn, report such incidents to the Regional Water Quality Control Board.

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

18. Require all concrete trucks used in the performance of the work to have a self-contained washout system, rather than do washout on the site. The idea is to avoid:
- a. An undesirable pile of concrete on the jobsite, and
 - b. The possibility of debris on city streets.

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

These recommendations are intended to be used in conjunction with the State's Best Management Practices Municipal and Construction Handbooks, local program guidance materials from municipalities, Section 7.1.01, of the Standard Specifications and any other appropriate documents on storm water quality controls for construction. If you need assistance in checking these documents, contact Clean Water Program Specialist at 510-747-7930.

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

V. RECYCLING OF CONSTRUCTION AND DEMOLITION DEBRIS REQUIRED. The Contractor shall prepare and submit to 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 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.

W. RESERVED.

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

- The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations owned, leased, or supervised by the Contractor and the subcontractors for the construction, supply and service contracts entered into by the Contractor;

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

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

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

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

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

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

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

Restricted Chemicals

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

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

1. Acute Toxicity Category I chemicals as identified by the Environmental Protection Agency (EPA),
2. Organophosphate pesticides (e.g., those containing Diazinon, chlorpyrifos or malathion)
3. Pyrethroids (bifenthrin, cyfluthrin, beta-cyfluthrin, cypermethrin, deltamethrin, esfenvalerate, lambda-cyhalothrin, permethrin, and tralomethrin),
4. Carbamates (e.g., carbaryl),
5. Fipronil,
6. Copper-based pesticides unless:
 - a) Their use is judicious,
 - b) Other approaches and techniques have been considered, and;
 - c) Threat of impact to water-quality is prevented.

General Pesticide Usage Practices

Contractor shall ensure implementation of the following practices:

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

2. Pesticides that are not approved for aquatic use will not be applied to areas immediately adjacent to water bodies where through drift, drainage, or erosion, there is a reasonable possibility of a pesticide being transported into surface water.
3. Applicators will always avoid applications of pesticides that directly contact water, unless the pesticide is registered under Federal and California law for aquatic use.
4. Obtain coverage under the Statewide General NPDES Permit prior to discharging pollutants from the use of aquatic pesticides directly to the waters of the United States, or onto aquatic plants growing in waters of the United States (as required by the State Water Quality Resources Control Board).

Posting of Warning Notices Prior to Pesticide Application

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

Annual Pesticide Use Summary Report

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

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

Best Management Practices (BMPs)

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

1. Follow all federal, state, and local laws and regulations governing the use, storage, and disposal of pesticides and training of pest control advisors and applicators.
2. Use the most effective, least toxic pesticides that will do the job, provided there is a choice. The agency will take into consideration the LD50, overall risk to the applicator, and impact to the environment (chronic and acute effects).

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

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

SECTION III. SCOPE OF WORK

A. WORK TO BE DONE. The work consists of furnishing all labor, tools, equipment, materials, construction, coordination, etc., except as herein specified, and doing all work as shown on the project plans, and specified in the project specifications (manual), exhibits, and attachments.

The scope of work includes, but is not limited to, performing the following work, and as specified in the project specifications (manual), construction plans, exhibits and attachments:

- Demolition, removal, and hauling existing concrete slab and asphalt pavement from the back and sides and front of the Fire Station, installation of drain pipes and inlets, and sump pump installation, and construction of new structural concrete and pavement installation.
- Due to the Fire Station limited on-site space, the entire work shall be performed in three separate and coordinated phases. Phasing of the construction work are essential to accommodate the Fire Station fire fighters vehicles, engines, ambulances, rescue boats, and apparatus. The cost of the phasing of the entire work shall be included and accounted for, by the contractor, in his/her bid proposal.

Location: The project site is within the premises of Fire Station 2 located at **635 Pacific Avenue, Alameda, CA 94501**

The Notice to Proceed (NTP) for this project is tentatively scheduled to be issued in August 2020.

The Initial Project Submittal Package shall address the entire project, and shall include the Traffic Control Plan (first 20 working days at minimum), SWPPP, Waste Management Plan, and the full project schedule. Contractor shall not commence work in the field until Engineer has approved the Initial Project Submittal Package.

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

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

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

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

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

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

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

SECTION IV. CONTROL

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

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

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

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

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

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

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

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

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

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

- Change Order and written Orders
- Addenda
- Contract
- Bid Proposal and Schedule of Values
- Permits from other agencies
- Special Provisions
- Technical Provisions
- Project Plans
- City Approved Shop Drawings
- General Requirements
- City of Alameda Standard Plans
- State Standard Specifications
- State Standard Plans
- Alameda County Standard Plans

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

Addenda will be uploaded to the City's webpage, <https://www.alamedaca.gov/BUSINESS/Bid-on-City-Contracts> and located within the specific project. Builders Exchanges and firms on the City's active list of contractors will be notified via email of the Addenda and provided with a link to the City's webpage. If the addendum is issued after a pre-bid meeting is held, the addendum will also be forwarded by email, to all attendees who have furnished contact information. All prospective bidders are responsible for checking the City's website and/or inquiring at the Public Works Department (510-747-7930) within four (4) working days prior to the bid opening, to determine if any addenda have been issued. Do not rely upon third party providers of the original plans and specs to issue all addenda. Contractor shall acknowledge receipt of all addenda on the Bid and those Bids that do not have acknowledgment of all addenda will be considered non-responsive.

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

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

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

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

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

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

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

AND/OR

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

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

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

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

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

The Contractor shall contact the City's representative by 11:00 a.m. the day prior to any special inspections so the City can schedule the inspections. If the contractor does not perform work that requires the special inspection as previously communicated to City's representative then the contractor will be responsible for all costs associated with special inspection regardless of the fact that the special inspector did not perform any services.

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

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

Inspection hours for construction shall be from **8 AM through 5 PM**, Monday through Friday, excluding City Holidays, and shall constitute "normal inspection hours." The Public Works Department Inspectors work on Friday's and can be reached at **510-747-7900**. Unless prior written authorization has been received from the Engineer, the Contractor shall not perform any work outside of these hours except for general clean up, demobilization, and placement of no- parking signs. The Contractor shall pay the salary and benefits, including overtime, of the City employee(s) for inspection of any work performed outside of the normal inspection hours. Projects financed in whole or in part with state funds shall be subject to inspection at all times by the Director of Public Works of the State of California, or his agents.

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

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

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

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

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

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

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

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

SECTION V. CONTROL OF MATERIAL

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

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

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

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

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

SECTION VI. PROSECUTION AND PROGRESS

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

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

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

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

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

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

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

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

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

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

E. TIME OF COMPLETION AND LIQUIDATED DAMAGES. It is agreed by the parties to the contract that in case all the work called for under the contract is not completed before or upon the expiration of the contract's term as set forth in these specifications, damage will be sustained by the City of Alameda, and that it is and will be impracticable to determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City of Alameda the sum of \$3,500 per day for each and every day's delay beyond the time prescribed to complete the work; and the Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the City 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.

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

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

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

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

SECTION VII. GENERAL MEASUREMENTS AND PAYMENT

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

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

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

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

Partial Payments

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

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

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

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

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

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

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

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

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

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

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

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

E. PAYMENT OF THE RETENTION. The City Engineer shall, after the completion of the contract, total all amounts retained under the provisions of the contract. Final payment of retention shall be in conformance with Public Contract Code Section 7107.

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.

SPECIAL PROVISIONS

SECTION VIII. REFERENCED SPECIFICATIONS

A. General. The Work shall comply in all aspects with the latest edition of the City Standard Plans of the City of Alameda, and the 2018 edition of Standard Specifications issued by the State of California, Department of Transportation, except for specifications for asphalt concrete/hot mix asphalt. The Standard Specifications issued by the State of California, Department of Transportation will hereinafter be referred to as "Standard Specifications", "State Standard Specifications" or "Caltrans Standard Specifications". Section 39 "Asphalt Concrete" of the 2015 State Standard Specifications shall be replaced with Section 39 "Hot Mix Asphalt" of the 2010 State Standard Specifications.

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

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

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

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

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

SECTION IX. QUANTITIES MEASUREMENT AND PAYMENT

The quantities in bid schedule are estimate of the quantities of work to be done and materials to be furnished, and the City of Alameda does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work or to omit portions of the work that may be deemed necessary or expedient to the Engineer.

Quantities shall be determined by the Contractor from plans and specifications, and /or pre-construction meeting and walk - through. Any discrepancy or conflict shall be reported to the Project Manager. Contractor shall be held responsible for any discrepancies or conflicts not reported to the Project Manager seventy-two (72) hours prior to the bid opening.

The basis of award of contract shall be by the City of Alameda for the lowest and best bid that will best serve the City's need. The contract shall be awarded with the entire project based bid, not including add alternates, depending on available funding.

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

1. Mobilization

a. Method of Measurement

“Mobilization” will be measured as a lump sum.

b. Payment

The contract unit price paid per lump sum (LS) for the bid item entitled “Mobilization” shall include full compensation for mobilization as described in the “Mobilization” Technical Requirement section of this project manual and no additional compensation will be allowed therefore. Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing the work involved in the procurement, setup and maintenance of the staging area shall be considered as included as part of "Mobilization".

Partial payments will be made under California Public Contract Code Section 10264.

2. Traffic and Pedestrian Control

a. Method of Measurement

“Traffic and Pedestrian Control” will be measured as a lump sum.

b. Payment

Work associated with traffic and pedestrian control shall include all costs for labor, materials, equipment and incidentals necessary to provide construction area signs, temporary traffic control including, but not limited to, lane closures and rerouting and other measures to control and maintain traffic during daily operations. Flaggers are a requirement of traffic control. Full compensation for traffic control systems include all costs to maintain traffic by placing and removing temporary signs, striping, flaggers, cones, barricades, etc., as specified in the Standard Specifications of the State of California, as described in the "Traffic and Pedestrian Control" technical requirement section of this project manual, and as directed by the Engineer, and no additional compensation will be allowed thereof.

Full compensation for placing temporary traffic markings in asphalt pavement repair areas shall be considered as included in the contract square foot (SF) price for "2" Asphalt Pavement Repair", and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing the work involved in placing and maintaining all temporary markers, as directed by the Engineer and described in this project manual and no separate payment will be made therefore.

3. Clearing, Grubbing and Removals

a. Method of Measurement

"Clearing, Grubbing and Removals" will be measured as a lump sum.

b. Payment

Full compensation for clearing, grubbing, removal, temporary pavement marking, removal of white traffic stripe and pavement markings, removal of object markers, channelizers and delineators, hauling and disposal of unspecified items or items that are not paid for in a specific bid item shall be included in the contract Lump Sum (LS) price paid for the bid item entitled "Clearing, Grubbing and Removals" and no additional compensation will be made thereof. This work includes removal and disposal of raised pavement markers, object markers, channelizers, delineators and white thermoplastic striping and legends, as described in the "Demolition" technical requirement section of this project manual, and as directed by the Engineer, and no additional payment will be made thereof.

4. 2" Asphalt Pavement Repair

a. Method of Measurement

"2" Asphalt Pavement Repair" will be measured by the square foot (SF). The area to be paid for will be calculated on the basis of the dimensions laid out in the field by the Engineer.

b. Payment

The contract price paid per square foot (SF) for "2" Asphalt Pavement Repair" shall include full compensation for furnishing all labor, materials, tools, equipment, compaction, traffic control, design submittals, "As-Built" plans submittals, excavation, removal, disposal of all collected materials, installation of 6" Class II Aggregate base, tack coating vertical edges of excavated surfaces with approved asphaltic emulsion before placing new HMA paving placement, and removal of temporary pavement transitions as required for the stage construction of this work, and incidentals and for doing all the work involved in pavement failure repair complete in place, as described in the "Asphalt Paving" and "Pavement Base Course" technical requirement sections of this project manual, and as directed by the Engineer, and no additional payment will be made thereof.

Full compensation for notification to residents shall be considered as included in the contract unit prices paid for "2" Asphalt Pavement Repair", and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing the work involved in placement and maintenance of "No Parking" signs, as described in the "Signs and Notices" special provision section of this project manual, and as directed by the Engineer, and no separate payment will be made therefore. No additional payment will be made in the instance work is delayed and re-notifications and/or re-posting of "No Parking" signs is required.

No allowance or contract unit bid price adjustment will be made in the event that the quantity in the Bid Schedule varies greater or less than 25% of does not equal the measurements taken in the field. The City reserves the right to remove the bid item from the contract.

5. Tack Coat Asphalt Pavement Repair Surface

a. Method of Measurement

“Tack Coat Asphalt Pavement Repair Surface” will be measured by the square foot (SF). The area to be paid for will be calculated on the basis of the dimensions laid out in the field by the Engineer.

b. Payment

The contract price paid per square foot (SF) for “Tack Coat Asphalt Pavement Repair Surface” shall include full compensation for furnishing all labor, materials, tools, equipment, compaction, traffic control, design submittals, “As-Built” plans submittals, disposal of all collected materials, placement, sanding the area after tack coat application and construction of this work, and incidentals and for doing all the work involved in tack coating pavement failure repair areas complete in place, as described in the “Asphalt Paving” technical requirement section of this project manual, and as directed by the Engineer, and no additional payment will be made thereof.

No allowance or contract unit bid price adjustment will be made in the event that the quantity in the Bid Schedule varies greater or less than 25% of does not equal the measurements taken in the field. The City reserves the right to remove the bid item from the contract.

6. Cape Seal (2 Layer System)

a. Method of Measurement

“Cape Seal (2 Layer System)” will be measured by the square yard (SY) of a two layer surface treatment system. Measurement will be performed in the field by the Contractor upon completion and checked by the Engineer.

b. Payment

The contract prices paid per square yard (SY) for both layers of seal coating associated with the bid item "Cape Seal (2 Layer System)" shall include full compensation for furnishing all labor, equipment, materials, tools, testing for mix design submittals, “As-Built” plans submittals, notification to occupants, protection of driveways and utility covers, preparation of test strip(s), and incidentals and for doing all the work involved in the furnishing and placing a slurry mix over the rubber asphalt chip seal complete in place, including staging the work, cleaning the surface, sweeping, rolling, installing and protecting the chip seal and slurry seal until it has set, all as shown on the plans, as described in the "Slurry Seal and Chip Seal (Cape Seal)" technical requirement section of the project manual, and as directed by the Engineer, and no additional compensation will be allowed therefore.

Full compensation for notification to residents shall be considered as included in the contract unit prices paid for "Cape Seal" and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing the work involved in creating, printing, copying and distribution of advance notification door hangers and/or flyers and the placement and maintenance of "No Parking" signs, as described in the "Cape Seal" technical requirement section of the project manual, as directed by the Engineer, and no additional compensation will be allowed therefore.

No additional payment will be made in the instance work is delayed and re-notifications and/or re-posting of "No Parking" signs is required.

7. 24" Cast-in-Place Catch Basin

a. Method of Measurement

"24" Cast-in-Place Catch Basin" will be measured per each inlet installed.

b. Payment

Payment for storm drain structures (such as manholes, and inlets) shall be made at the price bid for each structure and shall be full payment for each structure complete in place, including excavating, backfilling, constructing inverts, form work and all necessary work for cast-in-place construction, furnishing frames and covers and/or grates, installing frames and covers and/or grates, furnishing and installing inlet trash capture, reinforcement, restoring the street surface and all other work, excluding temporary resurfacing, necessary to complete the work.

8. 12" Storm Drain Pipe (RCP Class V)

a. Method of Measurement

"12" Storm Drain Pipe (RCP Class V)" will be measured per linear foot of pipe installed.

b. Payment

The price per linear foot for pipe and conduit in place shall be considered full compensation for the pipe or conduit material, all wyes, tees, bends, and special details not paid by separate item shown on the plans; the closing or removing of abandoned conduit structures; the sawcutting of bituminous pavement, concrete pavement, curbs, gutters, sidewalks, and driveways; the excavations of the trench; trench shoring, the removal of interfering portions of existing sewers, storm drains, and improvements; the disposal of the excavated material; the removal and disposal of contaminated material not paid by separate item; the control and discharge of ground and surface waters not paid by separate item; the control and bypass of the existing pipe sewer and/or conduit flows, the preparation of subgrade; placing and joining pipe, supplying and placement of bedding material; supplying and placement of imported backfill material or special backfill material; removing and replacing storm drain pipes including all necessary work to adjust the inlets to make the storm drain pipes flow properly; permanent and temporary resurfacing; removal and replacement of pavement markings, traffic striping, and pavement markers not paid by separate bid item; replacement of curbs, gutters, sidewalks, traffic island/median and driveways; landscape restoration; removal of debris and materials; pipeline cleaning; leakage testing; CCTV acceptance inspection of the completed pipeline; and all work necessary to install the pipe or conduit, complete in place.

9. 4" White Paint Striping (2 Coats)

a. Method of Measurement

"4" White Paint Striping" will be measured per linear foot of striping installed.

b. Payment

The contract unit price paid per linear foot (LF) for the bid item "White 4" Paint Striping" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in applying 2 coats of traffic stripes, pavement markers, complete in place, including any necessary cat tracks, dribble lines, alignment for stripes, layout work and temporary traffic stripes and pavement markers, as shown on the plans, as specified in the Technical Specifications section "Pavement Markings," and as directed by the Engineer and no additional compensation will be made thereof. Payment for white and blue 4" painted stripe shall be paid as part of this bid item.

10. Install Blue and White Paint Accessibility Marking (9 SF White and 12 SF Blue)

a. Method of Measurement

"Install Blue and White Paint Accessibility Marking (9 SF White and 12 SF Blue)" will be measured individually as each (EA) installed. Measurement will be performed in the field by the Contractor upon completion and checked by the Engineer.

b. Payment

The contract unit price paid for each (EA) for the bid item "Blue and White Paint Accessibility Marking (9 SF White and 12 SF Blue)" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in applying thermoplastic traffic stripes, pavement markers, complete in place, including any necessary cat tracks, dribble lines, alignment for stripes, layout work and temporary traffic stripes and pavement markers, as shown on the plans, as specified in the Technical Specifications section "Pavement Markings," and as directed by the Engineer, and no additional compensation will be made thereof.

11. Pavement Markings (White Paint)

a. Method of Measurement

"Pavement Markings (White Paint)" will be measured per square foot of for the actual area covered.

b. Payment

The contract unit price paid per square foot (SF) for the bid item "Pavement Markings (White Paint)" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in applying 2 coats of traffic stripes, pavement markers, complete in place, including any necessary cat tracks, dribble lines, alignment for stripes, layout work and temporary traffic stripes and pavement markers, as shown on the plans, as specified in the Technical Specifications section "Pavement Markings," and as directed by the Engineer and no additional compensation will be made thereof.

12. White 12" Thermoplastic Striping

a. Method of Measurement

“White 12" Thermoplastic Stripe” will be measured per linear foot (LF) along the line of the traffic stripe, without deductions for gaps in broken traffic stripes. Measurement will be performed in the field by the Contractor upon completion and checked by the Engineer.

b. Payment

The contract unit price paid per linear foot (LF) for the bid item " White 12" Thermoplastic Stripe” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in applying thermoplastic traffic stripes, pavement markers, complete in place, including any necessary cat tracks, dribble lines, alignment for stripes, layout work and temporary traffic stripes and pavement markers, as shown on the plans, as specified in the Technical Specifications section "Pavement Markings" and as directed by the Engineer and no additional compensation will be made thereof.

13. White Thermoplastic Caltrans “STOP” Legend (22 SF) Pavement Marking

a. Method of Measurement

“White Thermoplastic Caltrans “STOP” Legend (22 SF) Pavement Marking” will be measured individually as each (EA) installed. Measurement will be performed in the field by the Contractor upon completion and checked by the Engineer.

b. Payment

The contract unit price paid for each (EA) for the bid item "White Thermoplastic Caltrans "STOP" Legend (22 SF) Pavement Marking” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in applying thermoplastic traffic stripes, pavement markers, complete in place, including any necessary cat tracks, dribble lines, alignment for stripes, layout work and temporary traffic stripes and pavement markers, as shown on the plans, as specified in the Technical Specifications section "Pavement Markings," and as directed by the Engineer and no additional compensation will be made thereof.

14. White Thermoplastic Caltrans Type 1 10' Arrow (14 SF) Pavement Marking

a. Method of Measurement

“White Thermoplastic Caltrans Type 1 10' Arrow (14 SF) Pavement Marking” will be measured individually as each (EA) installed. Measurement will be performed in the field by the Contractor upon completion and checked by the Engineer.

b. Payment

The contract unit price paid for each (EA) for the bid item “White Thermoplastic Caltrans Type I 10' Arrow (14 SF) Pavement Marking” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in applying thermoplastic traffic stripes, pavement markers, complete in place, including any necessary cat tracks, dribble lines, alignment for stripes, layout work and temporary traffic stripes and pavement markers, as shown on the plans, as specified in the Technical Specifications section "Pavement Markings," and as directed by the Engineer, and no additional compensation will be made thereof.

15. ADA Parking Sign with Post

a. Method of Measurement

“ADA Parking Sign with Post” will be measured individually as each (EA) sign with post installed. Measurement will be performed in the field by the Contractor upon completion and checked by the Engineer.

b. Payment

The contract unit price paid for each (EA) for the bid item " ADA Parking Sign with Post" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in installing a sign on one post complete in place, including sign, assembly hardware, maintaining height requirements, post, post foundation, post sleeve, excavation, backfilling, compaction, potholing, as specified in technical specification "Traffic Signs", as shown on the plans, and as directed by the Engineer, and no additional compensation will be made thereof.

16. Traffic Sign with Post

a. Method of Measurement

“Traffic with Post” will be measured individually as each (EA) sign with post installed. Measurement will be performed in the field by the Contractor upon completion and checked by the Engineer.

b. Payment

The contract unit price paid for each (EA) for the bid item "Traffic Sign with Post" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in installing a sign on one post complete in place, including sign, assembly hardware, maintaining height requirements, post, post foundation, post sleeve, excavation, backfilling, compaction, potholing, as specified in technical specification "Traffic Signs", as shown on the plans, and as directed by the Engineer, and no additional compensation will be made thereof.

17. Parking Bumper

a. Method of Measurement

“Parking Bumper” will be measured individually as each (EA) parking bumper installed. Measurement will be performed in the field by the Contractor upon completion and checked by the Engineer

b. Payment

The contract unit price paid for each (EA) for the bid item “Parking Bumper” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in installing a wheel stop complete in place including precast wheel stop, drilling, reinforcing bar, as specified in technical specification "Parking

Bumpers", as shown on the plans, and as directed by the Engineer, and no additional compensation will be made thereof.

18. OTHER ITEMS OF WORK

The cost of any item of Work called for in the Plans or Specifications, but not specifically listed under or as a specific bid item, shall be considered as included in other items of Work and no additional payment will be made.

SECTION X. CONTRACT TIME AND PERMITTED WORKING HOURS

(See also General Requirements Section III.)

A. DAYS. From the beginning of the Work, the Contractor shall not exceed thirty working days to complete all of the Work. The charging of working days is suspended when the Work is complete and the Engineer schedules a final inspection. After the final inspection by the Engineer and the preparation of a deficiency list (“punch list”), five working days will be allowed for the correction of deficiencies, in addition to the Contract days specified.

No Work is allowed on City holidays or as described below.

B. HOLIDAYS. No Work is allowed on City holidays and as described below:

New Year’s Day	January 1
Martin Luther King, Jr.	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran’s Day	November 11
Thanksgiving Day	Last Thursday in November
Day after Thanksgiving Day	Day after last Thursday in November
Christmas Day	December 25

When a City Holiday falls on a Saturday, the preceding Friday shall be the designated City holiday. When a City Holiday falls on a Sunday, the following Monday shall be the designated legal holiday.

No contract work shall occur after 12:00 noon on the following days:
Day before the Thanksgiving Holiday
Christmas Eve
New Year’s Eve

Work by the contractor on the morning of the three above days will not be counted as a working day. Contractor shall notify the Engineer at least 2 weeks prior to planned work on the morning of the above half days.

C. HOURS. Working hours and days shall be as follows: 7:00 A.M. to 6:00 P.M. Monday through Friday, excluding City Holidays, and shall constitute “normal working hours.” Any work in the field performed outside of these hours, including but not limited to construction, clean up, placement of traffic control devices, and mobilization/demobilization, shall be subject to removal and the Contractor fined \$5,000 per incident, unless such work has been previously authorized by the Engineer in writing.

D. Lane Closure Hours: Lane closures are permitted only between the hours of 9:00 AM to 4:00 PM Monday through Friday.

SECTION XI. PROJECT MEETINGS

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

A pre-construction meeting will be held as soon as the City has obtained the Contractor's executed bonds and certificate of insurance. At that time, representatives of the City, the Contractor, and the Engineer will discuss in detail certain procedural aspects of the Work, including:

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

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

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

B. REQUIRED REPORTS. Contractor shall submit the following reports to the City Engineer at the pre-construction meeting:

- Construction Schedule
- Traffic Control Plan
- Pothole Plan and Schedule

The Contractor shall not proceed with construction until these reports have been approved by the City Engineer and the Contractor has received such approval in writing (included in your Notice to Proceed letter). The potholing plan and schedule must be approved by the City Engineer at least two (2) weeks before construction may proceed.

SECTION XII. SIGNS AND NOTICES

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

B. NO PARKING SIGNS. All no parking signs shall be provided by the City of Alameda.

C. PUBLIC NOTIFICATION

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

Contractor to coordinate any roadway closures with Alameda County Industries, and Alameda Fire Department.

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

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

2. Notifications to Businesses and Residents. The Contractor shall provide and place door hangers, or flyers, on the doors of all occupants on all streets affected by the work. Streets receiving notices shall include any streets whose access will be affected by the work. This notice shall be reviewed and approved by the Engineer at least two weeks before proposed start of work. Sample notices and door hangers are included in the attachments. All door hangers shall be delivered one (1) week in advance of work on the street and shall show the specific day, date, time of the work to be done (e.g. Monday 6/20, 7:00 a.m. to 5:00 p.m.) and description of the work to be performed. When a street is not completed on the date listed on the notification to residents, the contractor shall re-schedule and re-notify all residents on affected streets one week in advance of re-scheduled work. The notice shall be revised with appropriate day, date and time of the work to be done.

Contractor shall coordinate with business and residents in providing access during and after working hours.

Failure to comply with the notification requirement will result in a Stop Work order.

The Contractor will submit a notification schedule to the Engineer at least a week prior to distribution of notifications to residents. The notification schedule will include scheduled date of notification and the streets receiving notification. The Contractor must notify the Engineer if there are any changes or delays to the notification schedule.

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

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

D. PUBLIC SERVICE NOTIFICATION. The Contractor shall provide one (1) week advance notice of the rubber chip seal and slurry seal work (including activity schedules) to the Police Department (City of Alameda), to garbage collection services (Alameda County Industries), to emergency agencies including the fire department and ambulance services, to the U.S. Postal Service offices, County Connection bus service and others as deemed necessary by the Engineer. Emergency access in the project area shall be maintained at all times. A copy of such notice shall be submitted to the Engineer.

E. TEMPORARY SIGNS. The Contractor shall provide and place construction scheduling signs on the affected street five (5) working days prior to commencing work.

Temporary "Street Closed" signs will be placed immediately after chip seal and slurry placement. Signs will remain in place until the roadway is suitable for vehicular access.

F. NO PARKING SIGNS. "No Parking" signs shall be placed on affected streets 48 hours prior to commencement of work. For any work scheduled on a Monday, No Parking signs must be placed by the end of the day the prior Thursday. Contractor must use City provided "No Parking" signs. No parking signs must show the day, date and times of restricted parking, e.g. Monday, 6/20, 7:00 a.m. – 5:00 p.m. Due to the nature of the chip seal and slurry work and inconvenience to residents, a range of dates may not be shown on No Parking signs.

No Parking signs must be placed for asphalt pavement repairs, chip seal and slurry work operations. Signs shall be secured on barricades and placed at intervals no greater than 250'. The Contractor shall remove signs and barricades at the end of each day they expire. Contractor shall maintain all No Parking signs throughout the duration of work.

G. OTHER NOTIFICATIONS. At least five (5) working days in advance of street closures, all emergency services, public transportation services, post office, garbage collection services, County and local district school bus drivers shall be notified by the contractor in writing of the locations, time and date of closure. Contractor will provide the Engineer copies of the written notification. In case of schedule changes, the emergency services, etc. shall be notified by telephone at least two days in advance of the street closure.

SECTION XIII PROJECT CLOSEOUT – SCOPE

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

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

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

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

Contractor's submission implies that:

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

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

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

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

C. CLOSEOUT SUBMITTALS. Contractor's closeout submittals include:

- Project record documents;
- Warranties and bonds;
- Evidence of payment, release of liens and final wage certificates; and
- Certificate of insurance for products and completed operations.

- Final Waste Management Report

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

SECTION XIV. CONCURRENT ACTIVITIES

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

SECTION XV. DUST CONTROL

A. GENERAL. To prevent surface and air movement of dust from disturbed soil surfaces that may cause off-site damage, health hazards, and traffic safety problems.

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

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

D. CONSTRUCTION SPECIFICATION.

1. Non Driving Areas

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

Vegetative Cover – For disturbed areas not subject to traffic, vegetation provides the most practical method of dust control.

Mulch (including gravel mulch) – Mulch offers a fast effective means of controlling dust. This can also include rolled erosion control blankets.

Spray Adhesives - These are products generally composed of polymers in a liquid or solid form that are mixed with water to form an emulsion that is sprayed on the soil surface with typical hydro seeding equipment. The mixing ratios and application rates will be in accordance with the manufacturer's recommendations for the specific soils on the site. In no case should the application of these adhesives be made on wet soils or if there is a probability of precipitation within 48 hours of its proposed use.

2. Driving Area

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

Sprinkling – The site may be sprayed with water until the surface is wet. This is especially effective on haul roads and access routes.

Polymer Additives – These polymers are mixed with water and applied to the driving surface by a water truck with gravity feed drip bar, spray bar or automated distributor truck. The mixing ratios and application rates will be in accordance with the manufacturer's recommendations. The prepared surface shall be moist and no application of the polymer will be made if there is a probability of precipitation within 48 hours of its proposed use.

Barriers – Woven geotextiles can be placed on the driving surface to effectively reduce dust throw and particle migration on haul roads. Stone can also be used for construction roads for effective dust control.

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

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

SECTION XVI. TEMPORARY FACILITIES

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

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

C. UTILITIES.

1. Water

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

2. Electricity

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

SECTION XVII. ASSIGNMENT

The City and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the previous written consent of the City. A consolidation or merger of Contractor or a change in ownership of twenty-five percent (25%) or more of Contractor's capital stock shall constitute an assignment by Contractor requiring the written consent of City.

SECTION XVIII. UTILITIES

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

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

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

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

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

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

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

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

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

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

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

SECTION XIX. PROJECT RECORD DOCUMENTS

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

Drawings marked where required to show changes in dimension or configuration between the original design and final construction;

Specifications marked to indicate changes of materials, products, or methods of installation;

Modifications to drawings or specifications issued during the course of construction (including addenda, change orders, or clarifications issued by the Design Professional or his consultants); Approved shop drawings and product data; and

Field test records and reports.

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

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

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

Submit not less than two sets of marked up plans to the City at the end of the Work, before final payment is made.

SECTION XX. LIMITATION OF DESIGN PROFESSIONAL'S RESPONSIBILITY

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

SECTION XXI. SUBMITTALS

A. Material Submittals. The Contractor shall provide three sets of all material submittals to the Engineer for his review. The Engineer will review all materials submittals and either approves or returns for revisions within five (5) working days, unless he notifies the Contractor of concerns that require additional time to resolve. If the Contractor wishes additional copies of approved submittals, he shall submit these additional copies at the time of submittal for the Engineer to stamp approved.

B. Shop Drawings. Shop and erection drawing submittals, where required, shall be furnished in type and number as specified in each material specification section of the project specifications.

For its own informational purposes, submit to the Owner one copy of each set of shop drawings after they have been approved and/or reviewed by both the Contractor and the Engineer. Additional approval by the Owner is not required, unless specifically requested.

SECTION XXII. ABNORMAL WEATHER CONDITIONS

A. Description. A rain, windstorm, high water or other natural phenomenon, which might reasonably have been anticipated from historical records of the general locality, shall not be construed as abnormal. It is hereby agreed that all disruptive weather events with an average interval of ten (10) years or more between their occurrence and the occurrence of a similar event of equal or greater magnitude cannot be reasonably anticipated. For the purposes of this contract, weather information and historical data for an area in question shall be assumed to be the same as that measured at the nearest or most applicable record station of the Environmental Data Service of the National Oceanic and Atmospheric Administration (NOAA) of the U.S. Department of Commerce.

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

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

B. Delays Due to Abnormal Weather. Weather days will be recorded by the Contractor and forwarded to the Engineer within five (5) days of occurrence.

Weather day delays are calculated by subtracting the 10-year average disruptive weather, as described above, from the actual encountered/report days. Contractor's schedule should include normal weather days.

There shall be no increase in the contract sum or remuneration of any kind by Owner to Contractor for extensions due to abnormal weather day delays.

BID DOCUMENTS

Exhibit A

BIDDER'S PROPOSAL

Instructions to Bidders

Bidder's Proposal Form

Proposed Subcontractor Form

Security for Compensation Certificate

Project Reference Form

Bidder's Bond

IMPORTANT INSTRUCTIONS

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

BIDDER'S PROPOSAL

Bid Schedule for Fire Station No. 2 Pavement Replacement, 635 Pacific Avenue, Alameda, CA

Proposal to the City Council of the City of Alameda:

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

Bid Item	Description	Quantity	Unit of Measure	Unit Price	Total Price
1	Mobilization	1	LS		
2	Traffic and Pedestrian Controls, Erosion Controls in Phasing.	1	LS		
3	Demolition - Removal of Pavement, Sidewalk and Excavation to Subgrade (Area 5A, 5B and 5C)	7,120	SF		
4	Demolition – Removal of Pavement, Sidewalk and Excavation to Subgrade (Area 6)	3,200	SF		
5	Demolition – Removal of Underground Piping, Utilities and Disconnect	1	LS		
6	Site Clearing, Grubbing and Removals	1	LS		
7	Removal and Salvage for Reinstallation of Gates and Motors	1	LS		
8	6" and 8" Storm Drain Pipe (PVC)	220	LF		
9	Area Drains/Catch Basins	8	EA		
10	Trench Drain including Cast-in-Place Concrete & Steel @ Curb Drain	1	LS		
11	Trench Plates @ Existing Trench Drain @ Curb Cuts	1	LS		

BIDDER: _____

EXHIBIT A

Proposal for Fire Station No. 2 Pavement Replacement

Bid Item	Description	Quantity	Unit of Measure	Unit Price	Total Price
12	3" AC Paving Over 7" Class 2 Aggregate, Compact Subgrade (Area 5B)	4200	SF		
13	6" Reinforced Concrete Pavement over 8" Class 2 Aggregate Base and Compact Subgrade, Scored (Area 5A)	2000	SF		
14	6" Reinforced Concrete Pavement over 8" Class 2 Aggregate Base and Compact Subgrade, Scored (Area 5C)	920	SF		
15	10" Reinforced Concrete Pavement over 8" Class 2 Aggregate Base and Compact Subgrade, Scored (Area 5C)	3,200	SF		
16	Reinstall Gates and Fencing, Reset motors.	1	LS		
17	Sump Pit (Pre-cast) & Pump, Hose and Sleeves	1	LS		
18	Electrical for Sump Pump to Service Panel.	1	LS		
19	Misc. Pavement Markings (White Paint) for Parking	1	LS		
20	Cut Downspouts and Misc. Improvements	1	LS		
21	Landscaping (re-sod)	1,100	SF		
22	Misc. Items not included above but to be included in project.	1	LS		
TOTAL BID					\$

BIDDER: _____

EXHIBIT A

Fire Station No. 2 Pavement Improvements

The undersigned agrees to execute the contract required in said Specifications, to the satisfaction of the Council of the City of Alameda, with the necessary bonds, if any be required, within ten days, not including Sundays or legal holidays, after receiving notice that the contract has been awarded and is ready for signature; and further agrees that, in case of his default in any of the foregoing provisions, the proceeds of any check which may accompany his bid in lieu of a bid bond shall become the property of the City of Alameda as agreed and liquidated damages.

Firm Name (Please Print) _____

Signature of Person on Behalf of Firm _____

Business Address _____

Dated: _____

Contact Number _____

Name	Title	Address
(Of Officers or Partners)		

Incorporated under the laws of the State of _____

Contractor's License No. _____ Expiration Date: _____

Department of Industrial Relations (DIR) No.: _____

The signature above certifies that the foregoing information given on this document is true and correct under penalty of perjury. (Section 7028.15 California Business and Professionals Code.)

BIDDER: _____

Fire Station No. 2 Pavement Improvements

PROPOSED SUBCONTRACTOR FORM

The Bidder shall list the name, address, license number and Department of Industrial Relations number of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.01, "General," and Section 2-1.10, "Subcontractor List," of the Standard Specifications. **If no subcontractors are proposed in the performance of this contract, write "None" in the first cell.**

COMPANY NAME	CA LICENSE NO.	BUSINESS ADDRESS	DESCRIPTION OF WORK	DIR NO.

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

BIDDER: _____

EXHIBIT A

Fire Station N. 2 Concrete Improvements

SECURITY FOR COMPENSATION CERTIFICATE

(Required by Paragraph 1861, California Labor Code)

To: _____

I am aware of the provisions of Section 3700 of the Labor Code of the State of California which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

(Signature of Bidder)

Business Address

Proposal for Fire Station No. 2 Concrete Improvements

PROJECT REFERENCE FORM

The Bidder must have completed at least three projects of similar nature and dollar value equivalent to or exceeding this project. Details of those projects must be provided below.

1. Project Name: _____
Owner: _____

Construction Cost: \$ _____

Construction Time: _____ Calendar Days
Owner's Representative: _____

Owner's Telephone No.: _____

Date of Substantial Completion: _____

2. Project Name: _____
Owner: _____

Construction Cost: \$ _____

Construction Time: _____ Calendar Days
Owner's Representative: _____

Owner's Telephone No.: _____

Date of Substantial Completion: _____

3. Project Name: _____
Owner: _____

Construction Cost: \$ _____

Construction Time: _____ Calendar Days
Owner's Representative: _____

Owner's Telephone No.: _____

Date of Substantial Completion: _____

BIDDER’S BOND

We,

as Principal, and as Surety are bound unto the _____, hereafter referred to as “obligee”, in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly, and severally, **THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:**

WHEREAS, the Principal is submitted to the Obligee, for

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

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

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

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

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

Dated: _____, 2020.

Principal

Surety

By:

CERTIFICATE OF ACKNOWLEDGMENT

State of California
County of Alameda

On this _____ day of _____ in the year 2020 before me
_____, a Notary Public, personally appeared _____
Attorney-in-fact

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)
Notary Public

Exhibit B

SAMPLE CONTRACT AGREEMENT & ADDITIONAL INSURED CERTIFICATE

Sample of Contract Agreement

Sample Insurance Endorsements

Sample Performance Bond Form

Sample Payment Bond Form

CONTRACTOR AGREEMENT

THIS AGREEMENT (“**Agreement**”) is entered into this ____ day of _____ 2020, by and between the CITY OF ALAMEDA, a municipal corporation (the "**City**"), and COMPANY, a (California corporation, partnership, sole proprietor, individual) whose address is Address, (“**Contractor**”), in reference to the following:

RECITALS:

- A. The City of Alameda is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: Fire Station No. 2 Pavement Markings. City staff issued Specifications and Plans on Wednesday, May 13, 2020, after a submittal period of twenty nine days received NUMBER of timely submitted bids, and the bids were opened on Tuesday, June 9, 2020. Staff reviewed the bids and selected the lowest responsive and responsible bidder.
- C. Contractor possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. City and Contractor desire to enter into an agreement for Fire Station No. 2 Pavement Markings, upon the terms and conditions herein.

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

1. TERM:

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

2. SERVICES TO BE PERFORMED:

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

3. COMPENSATION TO CONTRACTOR:

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

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

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

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

Prompt Payment Of Withheld Funds To Subcontractors: The City shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the City of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the City. Any delay or postponement of payment may take place only for good cause and with the City's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise, available to the prime contractor or subcontractor in the event of a dispute involving late payment, or nonpayment by the contractor, or deficient subcontractor's performance, or noncompliance by a subcontractor, including but not limited to remedies under California Public Contract Code Section 9204. This clause applies to both DBE and non-DBE subcontractors.

4. TIME IS OF THE ESSENCE:

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

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

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

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

5. STANDARD OF CARE:

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

6. INDEPENDENT PARTIES:

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

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

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

8. NON-DISCRIMINATION:

Consistent with City's policy that harassment and discrimination are unacceptable employer/employee conduct, Contractor agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Contractor or Contractor's employee on the basis of

race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Contractor agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

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

10. INSURANCE:

On or before the commencement of the terms of this Agreement, Contractor shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C and D. Such certificates, which do not limit Contractor's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide fourteen (14) days' advance written notice to the City of Alameda, "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 the City Risk Manager and licensed to do insurance business in the State of California. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

A. COVERAGE:

Contractor shall maintain the following insurance coverage:

- (1) Workers' Compensation:
Statutory coverage as required by the State of California.
- (2) Liability:
Commercial general liability coverage in the following minimum limits:

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

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

(3) Automotive:

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

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

or

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

(4) Pollution Prevention:

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

(5) Builders Risk: \$2,000,000.

B. SUBROGATION WAIVER:

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

C. FAILURE TO SECURE:

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

D. ADDITIONAL INSURED:

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

E. SUFFICIENCY OF INSURANCE:

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

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

11. BONDS:

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

A. Faithful Performance:

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

B. Labor and Materials:

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

12. PROHIBITION AGAINST TRANSFERS:

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

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

13. SUBCONTRACTOR APPROVAL:

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

Requests for additional subcontracting shall be submitted in writing, describing the scope of work to be subcontracted and the name of the proposed subcontractor. Such request shall set forth the total price or hourly rates used in preparing estimated costs for the subcontractor's services.

Approval of the subcontractor may, at the option of the City, be issued in the form of a Work Order.

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

14. PERMITS AND LICENSES:

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

15. REPORTS:

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

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

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

16. RECORDS:

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

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

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

17. NOTICES:

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

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

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

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

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

18. SAFETY:

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

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

19. LAWS TO BE OBSERVED:

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

20. 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 regulations. 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 at: <https://apps.dir.ca.gov/ecpr/das/altlogin>

21. HOURS OF LABOR:

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

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

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

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

22. 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 \$30,000 or 20 working days. The Contractor and any subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

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

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

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

23. LABOR DISCRIMINATION:

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

24. REGISTRATION OF CONTRACTORS:

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

25. URBAN RUNOFF MANAGEMENT:

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

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

- a. Use storm drain inlet protection devices such as sand bag barriers, filter fabric fences, block and gravel filters. (Block storm drain inlets prior to the start of the rainy season (October 15), on site de-watering activities and saw-cutting activities; shovel or vacuum saw-cut slurry and remove from the site).
- b. Cover exposed piles of soil or construction material with plastic sheeting. All construction materials must be stored in containers.
- c. Sweep and remove all materials from paved surfaces that drain to streets, gutters and storm drains prior to rain as well as at the end of the each work day. At the completion of the project, the street shall be washed and the wash water shall be collected and disposed of offsite in an appropriate location.
- d. After breaking old pavement, Contractor shall remove all debris to avoid contact with rainfall or runoff.
- e. Contractor shall maintain a clean work area by removing trash, litter, and debris at the end of each workday. Contractor shall also clean up any leaks, drips, and other spills as they occur.

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

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

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

26. COMPLIANCE WITH MARSH CRUST ORDINANCE:

Contractor shall perform all excavation work in compliance with the City's Marsh Crust Ordinance as set forth at Section 13-56 of the Municipal Code. Prior to performing any excavation

work, Contractor shall verify with the Building Official whether the excavation work is subject to the Marsh Crust Ordinance. Contractor shall apply for and obtain permits from Building Services on projects deemed to be subject to the Marsh Crust Ordinance.

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

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

- Contractor shall use the most current IPM technologies available to ensure the long-term prevention or suppression of pest problems and to minimize negative impacts on the environment, non-target organisms, and human health for the control or management of pests in and around City buildings and facilities, parks and golf courses, urban landscape areas, rights-of-way, and other City properties.
- Contractor will consider the City IPM Policy's hierarchy of options or alternatives listed below, in the following order before recommending the use of or applying any pesticide on City property: (1)
 - a. No controls (e.g. tolerating the pest infestation, use of resistant plant varieties or allowing normal life cycle of weeds);
 - b. Physical or mechanical controls (e.g. hand labor, mowing, exclusion);
 - c. Cultural controls (e.g. mulching, disking, alternative vegetation) and good housekeeping (e.g. cleaning desk area);
 - d. Biological controls (e.g., natural enemies or predators);
 - e. Reduced-risk chemical controls (e.g., soaps or oils);
 - f. Other chemical controls.
- Prior to applying chemical controls the contractor shall complete a checklist for the City's pre-approval that explains why a chemical control is necessary. For annual contracts that require regular application of chemical controls the contractor shall submit one checklist prior to the initiation of the project demonstrating that the hierarchy has been reviewed and no other options exist. (Attached as Exhibit C). Additionally, the Contractor shall provide documentation to the City's project manager of the implementation of the IPM techniques hierarchy described in the City's IPM Policy.
- Contractor shall avoid the use of the following pesticides that threaten water quality, human health and the environment:
 - a. Acute Toxicity Category I chemicals as identified by the Environmental Protection Agency (EPA)
 - b. Organophosphate pesticides (e.g., those containing Diazinon, chlorpyrifos or malathion)

- c. Pyrethroids (bifenthrin, cyfluthrin, beta-cyfluthrin, cypermethrin, deltamethrin, esfenvalerate, lambda-cyhalothrin, permethrin, and tralomethrin), carbamates (e.g., carbaryl), and fipronil
 - d. Copper-based pesticides unless their use is judicious, other approaches and techniques have been considered, and the threat of impact to water quality is prevented.
- Contractor shall sign the Contractor Verification Form (attached as Exhibit B) indicating the intent to implement the City's IPM Policy, and return a signed copy to the City's project manager.
 - Contractor shall provide to the City's project manager an annual Report of all pesticide usage in support of City operations including pesticide name, active ingredient(s), target pest(s), the total amounts used and the reasons for any increase in use of any pesticide.
 - Contractor shall provide a copy of any current IPM certifications(s) to the City's project manager prior to initiation of the service work.

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

If this agreement pertains to the use of any items listed above, the Contractor will need to fill out and send in the Contractor Verification Form and Contractor Check List. ADD EXHIBIT B IF PEST CONTROL.

28. PURCHASES OF MINED MATERIALS REQUIREMENT:

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

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

29. TERMINATION:

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

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

30. ATTORNEY'S FEES:

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the Alameda City Attorney's services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

31. CONFLICT OF LAW:

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

32. ADVERTISEMENT:

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

33. WAIVER:

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

34. INTEGRATED CONTRACT:

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

EXHIBIT B

35. INSERTED PROVISIONS:

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

36. CAPTIONS:

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

Signatures on next page

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

COMPANY NAME
(A California Corporation, partnership,
sole proprietor, individual)

CITY OF ALAMEDA,
a Municipal Corporation

(Name)
(Title)

Eric J. Levitt
City Manager

RECOMMENDED FOR APPROVAL

(Name)
(Title)

Liam Garland
Public Works Director

Contractor License No. _____

APPROVED AS TO FORM:
City Attorney

DIR No. _____

Lisa N. Maxwell
Assistant City Attorney

EXHIBIT B

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES or CONTRACTORS FORM B

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

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

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

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

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

PRIMARY INSURANCE:

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

SEVERABILITY OF INTEREST:

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

WAIVER OF SUBROGATION:

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

NOTICE OF CANCELLATION:

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

EXHIBIT B

POLICY NUMBER:

COMMERCIAL AUTO
CG 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are “insureds” under the Who Is An Insured Provisions of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

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

SCHEDULE

Name of Person or Organization:

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

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

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

NOTICE OF CANCELLATION:

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

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

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

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

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2020, a copy of which is hereto attached and made a part hereof for the construction of:

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

PERFORMANCE BOND FORM

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

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

IN WITNESS WHEREOF, this instrument is executed on _____ counterparts, each one
(Number)
of which shall be deemed an original, this the _____ day of _____, 2020.

ATTEST:

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

ATTEST:

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

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

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

PAYMENT BOND FORM

KNOW ALL MEN BY THESE PRESENTS: that

a _____, hereinafter called Principal, and

hereinafter called Surety, are held and firmly bound unto

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

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2020, a copy of which is hereto attached and made a part hereof for the construction of:

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

PAYMENT BOND FORM

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

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

IN WITNESS WHEREOF, this instrument is executed on _____ counterparts, each one
(Number)
of which shall be deemed an original, this the _____ day of _____, 2020.

ATTEST:

Principal

Principal Secretary By: _____ (SEAL)

(Witness as to Principal) (Address)

(Address)

(Surety)

ATTEST:

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

(Address) (Address)

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

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

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

**City of Alameda Contractor Verification Form
Implementation of City of Alameda Integrated Pest Management Policy**

The City of Alameda (City) is mandated to:

- (a) Minimize its reliance on pesticides that threaten water quality, and
- (b) Require the effective use of Integrated Pest Management (IPM) in all municipal operations and on all municipal property.

To ensure compliance with this mandate, all City operations need to verifiably implement the practices and policies described in the City’s IPM Policy adopted June 15, 2010. A copy of this IPM Policy is included with this form. The implementation of the IPM Policy is applicable to all municipal contractors that provide landscaping, structural pest control, or other pest management services in support of City operations and/or on municipal property.

The undersigning parties acknowledge that all elements of the City’s IPM Policy will be implemented throughout the period of contractual services provided to City operations and on municipal property. Specific actions to document this performance shall include:

- Pest Management Contractor shall provide to City project manager for pre-approval the Pest Management Considerations Checklist.
- Pest Management Contractor shall avoid the use of the following pesticides that threaten water quality, human health and the environment:
 - o Acute Toxicity Category I chemicals as identified by the Environmental Protection Agency (EPA)
 - o Organophosphate pesticides (e.g., those containing Diazinon, chlorpyrifos or malathion)
 - o Pyrethroids (bifenthrin, cyfluthrin, beta-cyfluthrin, cypermethrin, deltamethrin, esfenvalerate, lambda-cyhalothrin, permethrin, and tralomethrin), carbamates (e.g., carbaryl), and fipronil
 - o Copper-based pesticides unless their use is judicious, other approaches and techniques have been considered and the threat of impact to water quality is prevented.
- Pest Management Contractor shall provide to the City’s project manager an annual Report of all pesticide usage in support of City operations including product name and manufacturer, active ingredient(s), target pest(s), the total amounts used and reasons for any increase in use of any pesticide.
- If the Contractor’s on-site personnel are currently IPM certified through either the EcoWise or GreenPro programs, or through another program, the contractor shall provide written evidence of any certifications to the City’s project manager.

City Departmental Representative

Contractor Representative

Print Name

Print Name

Date

Date

City Department

City Contractor

**City of Alameda Pest Management Contractor Checklist:
Pest Management Options Considerations**

Contractor will consider the City IPM Policy's hierarchy of options or alternatives listed below, in the following order before recommending the use of or applying any pesticide on City property. Please provide a written explanation in each section below of why the specific pest management option is not appropriate:

(1) No controls (e.g. tolerating the pest infestation, use of resistant plant varieties or allowing normal life cycle of weeds)

Comment: _____

(2) Physical or mechanical controls (e.g. hand labor, mowing, exclusion)

Comment: _____

(3) Cultural controls (e.g. mulching, disking, alternative vegetation), good housekeeping (e.g. cleaning desk area)

Comment: _____

(4) Biological controls (e.g., natural enemies or predators)

Comment: _____

(5) Reduced-risk chemical controls (e.g., soaps or oils)

Comment: _____

(6) Other chemical controls

Comment: _____

Contractor Representative

Print Name

Date

City Contractor

TECHNICAL REQUIREMENTS