

PROJECT MANUAL

**Notice Inviting Bids
Instructions to Bidders
Proposal Requirements
Conditions and Bid Procedures
Award and Execution Of Contract
Bid Proposal and Schedule
Sample Contractor Agreement
General Requirements
Special Provisions
Technical Specification
Attachments
and
Project Plans**

For

HARRINGTON FIELD RESTROOM FIRE DAMAGE REPAIR/RESTORATION

PW No 03-23-05

Sealed proposals are due at 2:00 P.M., April 25, 2023

Robert Vance, P.E
City Engineer

April 2023
950 W Mall Sq., Ste 110
Alameda CA 94501
Project Manager: Zach Petit
Telephone: 510-747-7971
Email: zpetit@alamedaca.gov

TABLE OF CONTENTS

A. INTRODUCTORY PAGES

COVER PAGE
 TABLE OF CONTENTS

B. BID PROPOSAL AND SCHEDULE 1

1 NOTICE inviting bids2
 2 PUBLIC CONTRACT CODE INSTRUCTIONS TO BIDDERS.....4
 3 PROPOSAL REQUIREMENTS, CONDITIONS AND BID PROCEDURES.....6
 4 AWARD AND EXECUTION OF CONTRACT10
 5 BID PROPOSAL TO THE CITY OF ALAMEDA12
 6 CONTRACTOR AGREEMENT1

C. GENERAL REQUIREMENTS 19

1 TERMS AND DEFINITIONS20
 2 SCOPE OF WORK24
 3 CONTROL OF WORK28
 4 CONTROL OF MATERIALS33
 5 PROGRESS OF WORK.....36
 6 MEASUREMENT AND PAYMENT43
 7 LEGAL RELATIONS AND RESPONSIBILITY49

D. SPECIAL PROVISIONS 57

1 GENERAL58
 2 INSURANCE REQUIREMENTS FOR CONTRACTORS59
 3 LEGAL RELATIONSHIPS AND RESPONSIBILITY.....62
 4 PROSECUTION AND PROGRESS OF WORK63
 5 MEASUREMENT AND PAYMENT64
 6 CONTRACT TIME AND PERMITTED WORKING HOURS66
 7 PROJECT CLOSEOUT – SCOPE.....67
 8 PROJECT MEETINGS.....69
 9 STORM WATER AND POLLUTION PREVENTION70
 10 CONSTRUCTION WASTE MANAGEMENT70
 11 INTEGRATED PEST MANAGEMENT POLICY.....71
 12 LINES AND GRADES.....75
 13 CONCURRENT ACTIVITIES76
 14 SIGNS AND NOTICES77
 15 LICENSE, FEES, AND PERMITS.....78
 16 DUST CONTROL79
 17 TEMPORARY FACILITIES.....80
 18 SUBMITTALS.....81
 19 ASSIGNMENT82
 20 UTILITIES.....83
 21 PROJECT RECORD DOCUMENTS85
 22 LIMITATION OF DESIGN PROFESSIONAL'S RESPONSIBILITY.....86

E. TECHNICAL SPECIFICATIONS

F. ATTACHMENTS

- A. HARRINGTON PARK DRAWINGS OLEANDER AVE 3400
- B. Super Secur Buildings Brochure
- C. Bond Forms (Performance And Payment)

BID DOCUMENTS

B. BID PROPOSAL AND SCHEDULE

1. Notice Inviting Bids
2. Instructions to Bidders
3. Proposal Requirements, Conditions and Bid Procedures
4. Award and Execution of Contract
5. Bid Proposal, including:
 - 5 Bid Proposal
 - 5-1 Bid Schedule
 - 5-2 Proposed Subcontractor Form
 - ~~5-3 Equal Opportunity Employment Certification~~ NOT USED
 - 5-4 Non-collusion Declaration
 - 5-5 Questionnaire to General Contractors
 - 5-6 Bidder's Statement of Financial Responsibility, Technical Ability and Experience
 - 5-7 Bidder's Bond
 - 5-8 Bidder's Request for Material Substitution
 - 5-9 Guaranty
 - ~~5-10 Executed Agreement to be Bound to Project Stabilization Agreement~~ NOT USED
6. Sample Contractor Agreement

1 NOTICE INVITING BIDS

CITY OF ALAMEDA
STATE OF CALIFORNIA
PW No. 03-23-05

Harrington Field Restroom Fire Damage Repair/Restoration

The City of Alameda (“City”) will accept sealed bids for its Harrington Field public restroom fire damage repair/restoration Project (“Project”), by or before April 25, 2023, 2:00 p.m. Proposers shall submit an electronic copy of their proposal in Portable Document File format. Proposals must be titled “City of Alameda – HARRINGTON FIELD RESTROOM FIRE DAMAGE REPAIR/RESTORATION”. Proposals shall be emailed to Zach Petit at zpetit@alamedaca.gov. No bids will be accepted unless submitted on the Bid Proposal and Schedule form provided in the Project Manual.

The Project includes, but is not limited to, performing the following Work:

Furnishing all labor, tools, equipment, materials, except as herein specified; and doing all work associated with the repair and restoration of walls/ceilings, fixtures, plumbing, electrical, and miscellaneous items that have been damaged by fire/smoke.

This Project is located at:

Harrington Field, 3400 Oleander Avenue, Alameda CA

Approximate cost of construction: **\$75,000.00**

There will be a mandatory pre-bid walk at 1:00 p.m. on April 13, 2023 at the project location.

The Contractor shall begin Work no later than five working days following the start date specified in the Notice to Proceed, which may be hand delivered or sent by email. The Contractor shall complete all Work on the Project within 45 Working days after the above start date.

The Contractor, and all Subcontractors, shall pay all workers not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations (“DIR”), State of California, for the Work performed, pursuant to sections 1770 *et seq.* of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by the DIR, are on file at the City. Prevailing wage rates are also available online at: <http://www.dir.ca.gov>.

Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to work on the Project. The schedule of per diem wages is based upon a working day of eight (8) hours. The rate for holiday and overtime work shall be at least time and one-half.

Pursuant to Public Contract Code (“PCC”) section 4104, no contractor or subcontractor shall be qualified to bid on, or be listed in a bid proposal unless currently registered to perform public work pursuant to Section 1725.5.

No bids will be accepted from a Contractor who has not been licensed in accordance with Business and Professions Code section 7000 and following. The license requirement for this Project is Class B - Building.

The plans and specifications are available electronically as a download at <https://www.alamedaca.gov/BUSINESS/Bid-on-City-Contracts>.

Bidders are responsible for obtaining any and all changes to the plans, specifications, proposal forms, addenda, other project notifications, and documents during the bid process. A bid is invalid if the Bidder has not deposited it at the designated location prior to the time and date for receipt of bids indicated in this Notice Inviting Bids or prior to any addendum extension thereof.

The City reserves the right to reject any or all bids; to waive minor defects or technicalities; or to solicit new bids. As per PCC section 20170, all bids shall be submitted under seal and accompanied by cash, a bidder’s bond executed by an admitted surety insurer, a cashier’s check, or certified check payable to the City of Alameda in an amount equal to 10% of the total amount bid (PCC 20171).

Upon award of the contract, the successful Bidder shall furnish a bond for faithful performance in the amount of 100% of the total bid. The successful Bidder shall also furnish a bond to secure the payment of all claims for labor and material in the amount of 100% of the total bid. Further, the successful Bidder all subcontractors shall pay for and obtain a City Business License.

Retention: The Contractor may elect to receive 100% of payments due under the contract from time to time, without the City retaining any portion of the payment, by depositing securities of equivalent value with the City or in an escrow agent pursuant to PCC section 22300. Such securities, if deposited by the Contractor, shall be valued by the City’s Risk Manager whose decision on valuation of the securities shall be final.

The Contractor’s attention is called to the Business and Professions Code section 7108.5, which generally requires subcontractors to be paid not later than seven days after receipt of each progress payment.

Please direct any Project questions to Zach Petit, zpetit@alamedaca.gov

CITY OF ALAMEDA



Erin Smith
Public Works Director

Dated: April 5, 2023

2 PUBLIC CONTRACT CODE INSTRUCTIONS TO BIDDERS

2-1 ADDENDA

Addenda are written or graphic instruments issued before the opening of the bids, which modify or interpret the Project Manual, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the Contract is executed.

2-2 INTERPRETATION OF CONTRACT DOCUMENTS

If any person contemplating the submission of a bid for the proposed construction finds discrepancies in or omissions from, or is in doubt as to the true meaning of any part of the Project Manual, the person shall request an interpretation in writing, on or before the end of business on **April 18, 2023**. Any interpretation or correction will be issued as an Addendum by the Engineer. Only a written interpretation or correction by Addendum is binding.

2-3 APPROVAL OF MATERIALS

Each Bidder represents that the Bidder's bid is based upon the materials, services, and equipment described in the Project Manual. No substitution will be considered unless it has been identified in the bid and substantiation is submitted in accordance with General Requirement 4-2, Substitution of Equals.

2-4 SUBMISSION OF BID

All bids must be prepared on the forms provided by the City and submitted in accordance with the Instructions to Bidders. A bid is invalid if it has not been deposited at the designated location before the time and date for receipt of bids indicated in the Notice Inviting Bids, or any extension issued to the Bidders in writing.

The ability of the Bidder to meet the expected schedule is required to have the bid considered valid and responsive.

Unless otherwise provided in the Project Manual, no Bidder shall modify, withdraw, or cancel the Bidder's bid or any part of it for 90 days after the time designated for the receipt of bids in the Notice Inviting Bids. **Bidders are responsible for obtaining any and all changes to the plans, specifications, proposal forms, addenda, other project notifications, and documents during the bid process. A bid is invalid if the Bidder has not deposited it at the designated location prior to the time and date for receipt of bids indicated in this Notice Inviting Bids or prior to any addendum extension thereof.**

Proposers shall submit an electronic copy of their proposal in Portable Document File format.

Proposals must be titled "City of Alameda – HARRINGTON FIELD RESTROOM FIRE DAMAGE REPAIR/RESTORATION". Proposals shall be emailed to Zach Petit at zpetit@alamedaca.gov. No bids will be accepted unless submitted on the Bid Proposal and Schedule form provided in the Project Manual.

2-5 BID MODIFICATION

Any Bidder may modify the Bidder's bid by email or written communication at any time before the scheduled closing time for receipt of bids if: (1) the communication is received by the City before the closing time; and (2) the City is satisfied that a written confirmation of the modification over the signature of the Bidder was mailed before the closing time. The communication should not reveal the bid price but should provide the addition or subtraction or other modification so that

BID DOCUMENTS**PUBLIC CONTRACT CODE INSTRUCTIONS TO BIDDERS**

the final prices or terms will not be known by the City until the sealed bid is opened. If written confirmation is not received within two days before closing time, the City will not consider the modification.

3 PROPOSAL REQUIREMENTS, CONDITIONS AND BID PROCEDURES

3-1 EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT, AND SITE OF WORK

The Bidder shall examine carefully the site of the Work and this Project Manual. The submission of a bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, the character, quality and quantities of Work to be performed and materials to be furnished, and the requirements of the Contract.

3-2 ENGINEER'S ESTIMATE OF QUANTITIES

When given, the quantities in the Project Manual are approximate only, being given as a basis for the comparison of bids, and the Engineer does not expressly or by implication, agree that the actual amount of Work will correspond with those quantities, 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, as may be deemed necessary or advisable.

3-3 PROPOSAL FORMS

All proposals must be made upon the "Bid Proposal and Schedule" in the Project Manual. The Bidder shall completely fill out the form in a clear and legible manner and properly sign and guarantee it.

All proposals shall be submitted as directed in the "Notice Inviting Bids" under sealed cover plainly marked as a proposal, and identifying the Project to which the proposal relates and the date of the bid opening. The City may reject proposals that are not properly marked or sealed.

3-4 PROPOSAL GUARANTEE

The Proposal Guarantee (Bid Bond) shall be forfeited to the City of Alameda if the Bidder does not, within ten calendar days after receipt of written notice that the contract has been awarded to them, enter into a contract with the City for the Work. Unless otherwise specified in the Special Provisions, all proposals or bids shall be accompanied by cash, cashier's or certified check, or Bidder's bond executed by a corporate surety insurer, all payable to the City of Alameda, in an amount equal to 10% of the total amount bid.

3-5 ADDENDA

The Engineer may, when deemed necessary, and at a time before the bid opening, issue addenda to the Project Manual to amend, clarify or correct information in them. The addenda shall constitute a part of the Project Manual and shall be equally binding with it. Addenda will be forwarded to all prospective Bidders on the plan holder list.

3-6 SUBSTITUTION OF EQUALS

Each Bidder represents that the Bidder's bid is based upon the materials, services and equipment described in the bidding documents. No substitution will be considered unless the Bidder submits a written request to the Engineer for approval, before the award of the Contract as required by PCC section 3400. Each such request shall include a complete description of the proposed substitute; the name of the material, service or equipment for which it is to be substituted; drawings, cuts, performance and test data; and any other substantiating detail. The Engineer will issue approval of substitution requests in writing only, and only those manufacturers, materials and equipment

approved in the Project Manual or by written notice will be acceptable for use on this Project. (See also General Requirements Sections 4-1 and 4-2.)

Any substitute material shall be identified in the proposal.

3-7 PROJECT STABILIZATION AGREEMENT

NOT USED

3-8 WITHDRAWAL OF BIDS

The Contractor may withdraw its bid, in writing, at any time before the time fixed in the Notice Inviting Bids for the opening of bids. The withdrawal of a bid does not prejudice the right of a Bidder to file a new bid. Bids will not be received, and may not be withdrawn, after the time and date fixed in the Notice Inviting Bids.

3-9 OPENING OF BIDS

Bids will be opened and read publicly at the time and place indicated in the Notice Inviting Bids. Bidders or their authorized agents are invited to be present.

3-10 RELIEF OF BIDDERS

Attention is directed to PCC sections 5100-5110, inclusive, concerning relief of Bidders, including the requirement that if the Bidder claims a mistake was made in his bid, the Bidder shall give the City written notice within five days of the opening of the bids of the alleged mistake, specifying in the notice, in detail, how the mistake occurred.

3-11 SUBCONTRACTORS

The Bidder shall comply with and be bound by the requirements of the "Subletting and Subcontracting Fair Practices Act" of the PCC section 4100 and following, for bidding, bid shopping and bid peddling, requiring accurate listing of all subcontractors, and requiring subcontractors to be licensed.

If the Bidder violates a provision of that chapter, the violation shall be deemed a breach of the Bidder and the City shall have all remedies provided by California law, including but not limited to those provided in PCC section 4110, allowing termination of the Contract or a penalty assessment of 10% of the subcontract.

As required under PCC section 4104 and following, a person making a bid shall in his or her bid set forth: (a) the name and location of the place of business of each subcontractor who will perform Work or labor or render service to the Contractor in or about the construction of the Work, or a subcontractor licensed by the State of California who, under subcontract to the Contractor specially fabricates and installs a portion of the Work according to detailed Drawings contained in the plans and Specifications, in an amount in excess of 0.5% of the total bid; (b) the portion of the Work which will be done by each such subcontractor under this act. The Bidder shall list only one subcontractor for each portion as defined by the Bidder in their bid.

3-12 BIDS FOR TRENCHING AND EXCAVATION WORK

In accordance with the provisions of California Labor Code section 6707, whenever the Project calls for the construction of a pipeline, sewer, sewage disposal system, boring or jacking pits, or similar trenches or open excavations, which are five feet deep or deeper, each bid submitted in response shall contain, as a bid item, adequate sheeting, shoring, and bracing or equipment method, for the protection of life or limb, which shall conform to applicable safety orders.

3-13 INSURANCE

Bidders’ attention is directed to the insurance requirements set forth in Special Provisions Section 2. It is highly recommended that Bidders confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of the required insurance certificates and endorsements. If an apparent low Bidder fails to comply strictly with the insurance requirements, that Bidder may be disqualified from award of the contract.

3-14 CITY’S DETERMINATION OF LOWEST RESPONSIBLE BIDDER AND BIDDER RESPONSIBILITY

3-14.1 General

The lowest responsible Bidder is that person who is the lowest monetary Bidder and:

1. Whose bid is responsive (prepared and submitted in accordance with the requirements of the Bid Documents); and
2. Who is responsible. In this case, “responsible” means the Bidder is responsible to perform the Work by demonstrating that it possesses: (1) the capacity to perform the Work required by the Contract Documents with respect to financial strength, resources available, and experience; and (2) the integrity and trustworthiness to complete performance of the Work in accordance with the Contract Documents. The City Engineer shall review “responsibility” of bidders based upon the criteria set forth in Section 3-14.3 below, Process for Determination.

3-14.2 Responsibility

In determining whether nor not a Bidder is responsible, the City may consider the following factors in relation to the Work to be performed:

1. Demonstrated financial strength including, but not limited to, resources available, bonding capacity, and available insurance.
2. Demonstrated safety record.
3. Successful completion of projects of similar scope and size. In reviewing this factor, the City may consider elements including, but not limited to, contract amount of completed projects, experience on public works projects, experience implementing prevailing wage certified payroll requirements, timeliness of performance, and, if necessary, evaluation of Bidder’s work by previous cities, clients, design professionals, or subcontractors.
4. Sufficiency of contract administration and construction management systems including, but not limited to, proposed scheduling tools, proposed subcontract forms, proposed progress payment applications, and proposed certification of payroll documents.
5. History of claims, litigation, and termination or disqualification from projects.

The City will make its determination of responsibility based upon information submitted by bidders contained in the Bidders Statement of Financial Responsibility, Technical Ability and Experience included in the Bid Documents, and, if necessary, interviews with previous cities, clients, design professionals, or subcontractors with whom the bidder has worked. If a non-responsive or non-responsible Bidder submits additional evidence under Section 3-14.3 (7) of the Process for Determination, then that additional evidence shall be considered by the City Engineer in making its recommendation to the Public Works Director.

3-14.3 Process for Determination

The City will determine the lowest responsible Bidder as follows:

1. City will determine the lowest monetary Bidder on the basis of the bid amount, in accordance with the calculation criteria set forth in the Bid Documents.
2. The lowest monetary Bidder's bid will be evaluated to determine whether or not that Bid is responsive (being prepared and submitted in accordance with the requirements of the Bid Documents).
3. If the lowest monetary Bidder's bid is responsive, the City Engineer will evaluate that Bidder's qualifications to determine whether or not the bidder is responsible to perform the Work.
4. If the City Engineer finds that the lowest monetary Bidder submitted a responsive bid, and that the Bidder is responsible, then that Bidder shall be deemed the apparent lowest responsible bidder, and the City Engineer shall report the findings as recommendations to the Public Works Director.
5. If the City Engineer finds that the lowest monetary Bidder's bid is not responsive, or that the lowest monetary bidder is not responsible, then the Engineer may review the responsiveness and responsibility of the next low monetary Bidder. If the City Engineer finds that the next low monetary Bidder is responsive and responsible, then that next low Bidder shall be deemed the apparent lowest responsible Bidder, and the City Engineer shall report its findings as recommendations to the Public Works Director.
6. This process may continue until the City Engineer finds the lowest monetary bidder which is also responsive and responsible.
7. If one or more low monetary Bidders are found by the City Engineer to be non-responsive or non-responsible, those Bidders will be given notice and a reasonable opportunity to present additional relevant evidence to the City Engineer, within five working days after the Bidder receives the notice.
8. The City may investigate the responsibility and qualifications of all Bidders to whom the award is contemplated for a period not to exceed 60 days after the bid opening. The 60-day review period may be extended upon the written request by the City Engineer and written approval by the affected Bidders.
9. The City Engineer shall report his or her findings as recommendations to the Public Works Director.
10. The Public Works Director reserves the right to reject any or all bids, and to waive any irregularity. No bid is binding upon the City until after the Contract is signed by both the Contractor and the City.
11. If the Public Works Director determines that it is in the City's best interest to award the Contract, a Notice of Award shall be sent to the lowest responsible Bidder as determined by the Public Works Director. The Public Works Director's decision is final.

4 AWARD AND EXECUTION OF CONTRACT

4-1 AWARD OF CONTRACT

City reserves the right to reject any and all bids, accept or reject alternates, and waive irregularities or informalities in the bid and bidding.

Bids will be compared on the basis of the Engineer's estimate of the quantities of Work to be done. The decision of whether or not alternates will be used will be recommended by the City Engineer to Public Works Director at the time of award. The value of alternates shall not be used in the determination of the low Bidder.

The award of the Contract, if it be awarded, will be to the lowest responsible Bidder (under Bid Documents Section 3-14) within 90 days after the proposals have been publicly opened.

The City reserves the right to increase or decrease the amount of any class or portion of the Work, or to omit any portion(s) of the Work (including complete base bid items), at the contract price, as the Engineer deems necessary or advisable. Price negotiations on the contract prices are optional (at the request of either party) if the actual amount of the Work is different from the above estimates by 25% or greater.

4-2 CONTRACT BONDS

4-2.1 General

Before the City executes the contract, the Contractor shall file with the City surety bonds satisfactory to the City in the amounts and for the purposes noted in this Section. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California. The Contractor shall pay all bond premiums, costs, and incidentals.

Each bond shall be signed by both the Contractor and surety and the signature of the authorized agent of the Surety shall be notarized.

The Contractor shall provide two good and sufficient surety bonds: the payment bond and the faithful performance bond. Sample bonds are including in **Attachment C**.

4-2.2 Payment Bond

The Payment Bond (material and labor) shall be for not less than 100% of the contract price, to satisfy claims of material suppliers and of mechanics and laborers employed on the Work. The bond shall be maintained by the Contractor in full force and effect until the completed Work is accepted by the City, and until all claims for materials and labor are paid.

4-2.3 Faithful Performance Bond

The Faithful Performance Bond shall be for 100% of the contract price to guarantee faithful performance of all Work, within the time prescribed, in a manner satisfactory to the City, and that all materials and Workmanship will be free from original or developed defects. The bond shall be maintained by the Contractor in full force and effect until the completed Work is accepted by the City and until all claims for materials and labor are paid.

4-2.4 Bond Renewal and Extension

If any bond becomes insufficient, the Contractor shall immediately replace the bond with a substitute upon request from the City, and the effective date of the bond shall be from the beginning of Work.

If any surety at any time is unsatisfactory to the City, City will give notice to the Contractor. No further payments shall be deemed due or will be made under the contract until a new surety qualifies and is accepted by the City.

Changes in the Work, or extensions of time, made under the Contract, shall not release the Contractor or surety from their obligations. The surety must waive notice of such changes or extensions.

4-3 EXECUTION OF CONTRACT

The successful bidder will receive contracts in preparation for bid award by the Public Works Director. The successful bidder shall sign the Contract and return it, together with the insurance certificate and necessary endorsements, within 5 calendar days after receiving the Contract Documents. The contract will not be considered fully executed until all parties sign the Contract Documents following Council award.

4-4 RETURN OF PROPOSAL GUARANTIES

Within ten calendar days after the execution of the contract, or the decision to reject all bids, the City will return the proposal guaranties accompanying those proposals not to be further considered.

BIDDER: _____

PROPOSAL FOR PW 11-19-55

5 BID PROPOSAL TO THE CITY OF ALAMEDA

NAME OF BIDDER _____

BUSINESS ADDRESS _____

CITY, STATE, ZIP _____

TELEPHONE NO: AREA CODE () _____

The Work for which this proposal is submitted is for construction in accordance with the Contract Documents.

The Project plans for the Work to be done were approved and are entitled:

**Harrington Field Restroom Fire Damage Repair/Restoration
PW NO. 03-23-05
CITY OF ALAMEDA
ALAMEDA COUNTY, CALIFORNIA**

Bids are to be submitted for the entire Work. The amount of the bid for comparison purposes will be the total of bid items, including revocable bid items.

Bid bond or check. Accompanying this proposal is _____, [Insert: Cash \$_____, Cashier's Check, Certified Check, or Bidder's Bond, as the case may be] in an amount equal to at least 10% of the total of the bid.

Execution within ten days. The Bidder agrees to execute the required contract(s), with necessary bonds, within ten calendar days of notification that the City has accepted the bid and the contract is ready for signature. If the Bidder fails to do so, the City may, at its option, determine that the Bidder has abandoned the contract. The penalty for default is forfeiture to the City of Alameda of the proceeds of the proposal guarantee accompanying this bid.

Addenda. This proposal is submitted to include the changes to the Contract Documents as Addendum numbers _____. [Fill in if addenda have been issued.] If addenda issued, print, sign and date each addenda and include with this bid proposal.

Warning. If the City has issued an addendum or addenda, the City may reject this Proposal if all addenda are not noted above as being received by the Bidder.

License. The Bidder is licensed in accordance with the State of California Contractor's License Law.

License No. _____

BIDDER: _____

PROPOSAL FOR PW 11-19-55

Class _____

Expiration Date _____

Bidder's status. If an individual, so state. If a firm co partnership, state the firm name and give the names of all individuals or copartners composing the firm. If a corporation, state legal names of corporation and also names of President, Secretary, Treasurer and Manager.

The names of all persons interested in the Bid Proposal as principals are as follows:

[Note: If Bidder or other interested person is a corporation, state legal name of the corporation, also names of the president, secretary, treasurer, and manager; if a co-partnership, state name of firm, also names of all individual co-partners composing firm; if Bidder or other interested person is an individual, state first and last names in full. Use additional pages if necessary.]

Documents included in Bid Proposal and Schedule. The following are attached and included in the Bid Proposal and Schedule:

- 5 Bid Proposal
- 5-1 Bid Schedule
- 5-2 Proposed Subcontractor Form
- ~~5-3 Equal Opportunity Employment Certification~~ NOT USED
- 5-4 Non-collusion Declaration
- 5-5 Questionnaire to General Contractors
- 5-6 Bidder's Statement of Financial Responsibility, Technical Ability and Experience
- 5-7 Bidder's Bond
- 5-8 Bidder's Request for Material Substitution
- 5-9 Guaranty
- ~~5-10 Executed Agreement to be Bound to Project Stabilization Agreement~~ NOT USED

Signature. Under penalty of perjury, I declare that to the best of my knowledge and belief: the representations made in these Bid Documents are true, correct and complete.

SIGNATURE OF BIDDER _____

Print or Type Name, Address and Telephone Number:

DATED: _____, 2021

5-1 BID SCHEDULE FOR HARRINGTON FIELD RESTROOM FIRE DAMAGE REPAIR/RESTORATION

TO: CITY COUNCIL, CITY OF ALAMEDA, CALIFORNIA

The undersigned Bidder declares that Bidder has carefully examined the Project Manual, and is satisfied as to the field conditions the Bidder will encounter. The Bidder proposes to furnish all materials, labor and equipment and to do all Work required to complete the Work in accordance with the Project Manual, for the prices set forth in the following schedule (including all applicable taxes):

Bid Item	Description	Unit of Measure	Quantity	Unit Price	Total Price

Entire Work. Bids are required for the entire Work, including the alternative bid items if any. The amount of the bid for the purposes of the award will be the total of the amount of all the base bid items. The City will determine which additional alternate(s), if any, will be awarded. All items are based on an “in place” condition.

Item price and total. The Bidder shall set forth for each unit basis item of Work an item price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the “total” column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

Discrepancies. In the case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail. However, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the “total” column, then the amount set forth in the “total” column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

Quantities. The foregoing quantities are approximate only, being given as a basis for the comparison of bids. The City does not, expressly or by implication, agree that the actual amount of Work will correspond with the quantities, but reserves the right to increase or decrease the amount of any class or portion of the Work, or to omit any portion(s) (this includes complete base bid items) of the Work, as the Engineer deems necessary or advisable, at the contract price. Price negotiations on the contract prices are optional if the actual amount of Work is different from the above estimates by 25% or greater.

BIDDER: _____

PROPOSAL FOR PW 11-19-55

5-2 PROPOSED SUBCONTRACTOR FORM

A subcontractor is any entity, not a direct employee of the prime Contractor, which performs any work on the Project in excess of one half of one percent (.5%) of the prime Contractor's total bid. The Bidder is **required** to state the name, location of the place of business, and the California contractor license number per California PCC section 4104, of each subcontractor and the work which each subcontractor will perform. The Bidder hereby submits a list of subcontractors whom the Bidder proposes to employ on the work with the proper firm name and business contact information, work and value of each. If no subcontractors, sign form with none listed and include form with Bid Proposal.

SUBCONTRACTOR'S NAME	CA LICENSE NO.	BUSINESS ADDRESS	DESCRIPTION OF WORK/CONTRACT BID ITEM	DIR NO.

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

Signed: _____

5-3 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
NOT USED

5-4 NON-COLLUSION DECLARATION

Title 23 United States Code section 112, and
PCC section 7106

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted this bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 20__, at _____(city), California.”

(Signature of representative of Bidder)

5-5 QUESTIONNAIRE TO GENERAL CONTRACTORS

1. Bid depository or registry services. Were bid depository or registry services used in obtaining subcontractor bid figures in order to compute your bid?

YES [] NO []

If the answer to No. 1 is "yes," please forward a copy of the rules of each bid depository you used with this questionnaire.

2. Other source of subcontractors. Did you have any source of subcontractor bids other than bid depositories?

YES [] NO []

3. Threats of boycott or other sanctions. Has any person or group threatened you with subcontractor boycotts, union boycotts, or other sanctions to attempt to convince you to use the services or abide by the rules of one or more bid depository?

YES [] NO []

If the answer to No. 4 is "yes," please explain the following details:

- a. Date:
- b. Name of person or group:
- c. Job involved (if applicable):
- d. Nature of threat:
- e. Additional comments (use additional paper if necessary):

4. Disqualification or removal. Have you, any officer of Bidder, or any employee who has a proprietary interest in Bidder ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation? If so, explain the circumstances. (PCC §10162.)

YES [] NO []

5. Federal court action. No more than one final, un-appealable finding of contempt of court by a federal court has been issued against the Bidder within the immediately preceding two-year period because of the contractor's failure to comply with an order of a federal court which orders the contractor to comply with an order of the National Labor Relations Board. (For purposes of this section, a finding of contempt does not include any finding which has been vacated, dismissed, or otherwise removed by the court because the contractor has complied with the order which was the basis for the finding.) (PCC §10232.)

TRUE? []

6. No convictions. Neither the Bidder nor any proposed subcontractor (nor the partner, member, officer, director, responsible managing officer, or responsible managing employee

of either of them) has been convicted of any of the following offenses within the prior three years: fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract with any public entity. (PCC §10285.1.)

TRUE? []

7. Non-discrimination program. Bidder has developed a non-discrimination program, as required by Title 2 California Code of Regulations section 8104 (unless exempt under Section 8115). (2 Cal. Code Regs 8103.)

YES [] NO []

The Bidder and all subcontractors are 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. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

TRUE []

SIGNED: _____

Please return this form with your bid proposal.

5-6 BIDDER’S STATEMENT OF FINANCIAL RESPONSIBILITY TECHNICAL ABILITY AND EXPERIENCE

The Bidder is required to state what work of a similar character to that included in the proposed contract the Bidder has successfully performed and give reference which will enable the City Council to judge his responsibility, experience skill, and business standing.

The Bidder shall have at least three years of experience as a licensed Contractor and shall submit with the bid a list of three similar projects in the Bay Area installed during the three-year period. At least one of the similar installations shall include work on prefabricated metal structures of a type similar to this project.

The Bidder shall submit with the bid proposal a statement of the work of a similar size and character to that included in the proposed contract which the Bidder has successfully performed.

Agency for Whom Work Was Done	Contact Name w/ Phone #	Project	Date	Contract Price

SIGNED: _____

5-7 BIDDER’S BOND

We: _____ as Principal,
and _____ as Surety, are bound to the City of Alameda in the penal sum of ten percent (10%) of the total amount of the bid of the Principal, for the payment in United States dollars, to be made to the City of Alameda. We bind ourselves, our heirs, executors, administrators and successors, jointly and severally, by this Bidder’s Bond. In no case shall the liability of the surety under this bond exceed \$_____. Bid: This bond is based on the fact that the Principal has submitted a bid to the City of Alameda for certain construction specifically described as _____.

The bids are to be opened at City Hall West, Alameda, California on _____, 20__.

NOW, THEREFORE,

- a) If the bid is rejected or awarded to another bidder, then this obligation is void.
- b) If the Principal is awarded the contract and, within the time and manner required under the Contract Documents enters into a written contract in the prescribed form, in accordance with the bid, and files two bonds with the City, one to guarantee faithful performance, and the other to guarantee payment for labor and materials as required by law, then this obligation shall be void; otherwise, it remains in effect.
- c) The Surety agrees that its obligations and those of the bond shall not be impaired or affected by any extension of the time within which the City of Alameda may accept the bid; and the Surety here waives notice of any such extension.
- d) If the City brings suit on this bond, the surety shall pay reasonable attorney’s fees and costs incurred by the City, in addition to the bond amount.

Signatures. We have executed this Bidder’s Bond (and seals) on _____, 20__.

_____ (SEAL)	_____ (SEAL)
_____ (SEAL)	_____ (SEAL)

PRINCIPAL ADDRESS

SURETY ADDRESS

NOTE: Signatures of those executing for the surety must be properly acknowledged.

5-8 BIDDER’S REQUEST FOR MATERIAL SUBSTITUTION

The Bidder has 15 calendar days after award of the contract for submission of data substantiating a request for a substitution of “an equal” item(s). (See Bid Documents, Section 3-5.) A request for a substitution of material must be identified on this sheet and submitted as part of the Bid Proposal. If no material substitution requests, leave the table blank, sign the form and submit with bid.

The Bidder here submits a list of substitute material for consideration as “an equal”.

Trade Name/Model or Catalog Number as Specified in Special Provisions	Substitute Trade Name/Model or Catalog Number

Signed: _____

5-9 GUARANTEE

CITY OF ALAMEDA

- A. The Bidder guarantees the construction and installation all of the Work included in this Project.
- B. If within 12 months after the City accepts the Work under the Contract:
 - (a) any of the materials or equipment prove defective; or
 - (b) the Work as a whole proves defective due to faulty workmanship, material furnished or methods of installation; or
 - (c) the Work or any part of it fails to operate properly as originally intended and in accordance with the Contract Documents;
 the Bidder/Contractor agrees to the following:
 - 1. to reimburse the City, upon demand, for its expenses incurred in restoring the Work to the condition contemplated in the Project, including the cost of any equipment or materials replaced and the cost of removing and replacing any other Work necessary to make the replacement or repairs; or
 - 2. upon demand by the City, to replace any such material and to repair the Work completely without cost to the City so that the Work will function successfully as originally contemplated.
- C. The City has the unqualified option to make any needed replacements or repairs itself or to have those replacements or repairs done by the Bidder/Contractor. If the City chooses to have the Work performed by the Bidder/Contractor, the Bidder/Contractor agrees that the Bidder/Contractor will make the repairs and furnish the materials as are necessary, within a reasonable time after City's demand. If Bidder/Contractor fails or refuses to comply with the Bidder/Contractor's obligations under this guaranty, the City is entitled to all costs and expenses, including attorneys' fees, reasonably incurred by reason of that failure or refusal.

Bidder/Contractor

Date

5-10 AGREEMENT TO BE BOUND TO PROJECT STABILIZATION AGREEMENT

NOT USED

6 CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT (“**Agreement**”) is entered into this ____ day of _____ 2023, by and between the CITY OF ALAMEDA, a municipal corporation (the “**City**”), and COMPANY, a (California corporation, LP, GP, sole proprietor/individual) whose address is Address, (“**Contractor**”), in reference to the following:

RECITALS:

- A. The City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: Harrington Field public restroom fire damage repair/restoration Project. City staff issued plans and specifications on DATE, after a submittal period of NUMBER days received NUMBER of timely submitted bids, and the bids were opened on DATE. 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 Harrington Field public restroom fire damage repair/restoration Project, upon the terms and conditions herein.

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. TERM:

Contractor shall have Forty-Five (45) 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 the Specifications, Special Provisions and Plans, which Specifications, Special Provisions and Plans are hereby referred to and expressly made a part hereof with the same force and effect as if the same were fully incorporated herein. Contractor 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 the City.

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, as determined by the City, make prompt and regular incremental acceptances of portions 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 by the City, including incremental acceptances of portions of the contract work. 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 (a) late payment or nonpayment by the prime contractor, (b) deficient subcontractor performance, or (c) noncompliance by a subcontractor with the contract, 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 this Agreement that if 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 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 Contractor will pay the City the sum of _____ DOLLARS (\$_____) per day as liquidated damages for each and every day's delay beyond the time prescribed to complete the work; and 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 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 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.

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 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 and work hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services and work shall be performed by qualified and experienced personnel who are not employed by the City nor have any contractual relationship with the 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 and work. None of the benefits provided by the City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from the City to Contractor, its employees, subcontractors, suppliers 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 (with counsel acceptable to the City) and hold the 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 and state and federal law that harassment and discrimination are unacceptable employer/employee conduct, neither Contractor nor Contractor’s employee, agents, subcontractors or suppliers shall harass or discriminate against any job applicant, City employee, or any person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (e.g.. cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate union activities. Contractor agrees that any violations of this provision shall constitute a material breach of this Agreement.

9. HOLD HARMLESS:

Contractor shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers (“**Indemnitees**”) from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorneys' fees and costs of litigation (“**Claims**”), arising from or in any manner connected to Contractor's performance of its obligations under this agreement or out of the operations conducted by Contractor, including the City’s active or passive negligence EXCEPT for such loss or damage arising from the active negligence or willful misconduct of the City. If Claims are filed against Indemnitees which allege negligence, recklessness or willful misconduct 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.

Contractor’s obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

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 thirty (30) days advance written notice to the City of Alameda, Attention: Risk Manager.”

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 licensed to offer insurance business in the State of California with a current A.M. Best’s rating of no less than A:VII or Standard & Poor’s Rating (if rated) of at least BBB unless otherwise acceptable to the City. Endorsements naming the City, its City Council, boards, commissions, officials, employees, agents and volunteers as additional insured shall be submitted with the insurance certificates.

A. COVERAGE:

Contractor shall maintain insurance coverage and limits at least as broad as:

- (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 per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

- (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

Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

- (4) Pollution Prevention:
Legal liability required for hazardous materials excavation in the amount of \$2,000,000 each occurrence. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

- (5) Builders Risk:

Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

The coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of the coverage carried by or available to the Contractor; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City.

B. SUBROGATION WAIVER:

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

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 Contractor's name or as an agent of Contractor and shall be compensated by 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. The additional insured coverage under the Contractor's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance.

E. SUFFICIENCY OF INSURANCE:

Contractor shall furnish the following bonds from a bonding company acceptable to the City's 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 the 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's 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 and work 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 and work 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 and work under this Agreement.

Contractor shall maintain adequate records of services and work provided in sufficient detail to permit an evaluation of services and work. 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
950 West Mall Square, Room 110
Alameda, CA 94501
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:

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 work 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. 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.

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. 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, Contractor shall keep himself fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City 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 Contractor or by any subcontractor on any subcontract under this Agreement, upon the work or upon any part of the work contemplated by this Agreement, 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.

Contractor shall pay the City a penalty of Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by 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 Contractor or any subcontractor under it on contracts greater than \$30,000 or 20 working days. Contractor and any subcontractor under it shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.

Section 1777.5 of the Labor Code requires 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.

Contractor is required to make contributions to funds established for the administration of apprenticeship programs if: (1) 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 Contractor is not a signatory to an apprenticeship fund and if the funds administrator is unable to accept Contractor' required contribution. 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:

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.

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:

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); and
 - f. Other chemical controls.
- Prior to applying chemical controls 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. (See Exhibit C). Additionally, 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; and
 - 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, 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 the 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 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. ATTORNEYS' 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's office 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 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. PCC SECTION 9204 SUMMARY - CLAIMS SUBMITTED BETWEEN 01-01-2017 AND 01-01-2027.:

Notwithstanding anything else to the contrary stated in the Information For Bidders (IFB) or the Contract Documents, all claims, regardless of dollar amount, submitted between January 1, 2017 and January 1, 2027 shall be governed by PCC Section 9204 and this section.

The following provisions and procedures shall apply:

A. For the purposes of this section, the term “Claim”, “Contractor”, “mediation”, “Public Entity” “Public works project” and “Subcontractor” shall have the meaning provided for in PCC Section 9204.

B. Contractor shall submit each Claim (whether for a time extension, payment for money or damages) in writing and in compliance with PCC Section 9204. Contractor must include reasonable documentation to support each claim.

C. Upon receipt of a Claim, the City shall conduct a reasonable review and respond in writing within 45 days of receipt and shall identify in a written statement what portions of the claim are disputed and undisputed. Undisputed portions of the Claim shall be process and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The City and Contractor may mutually agree to extend the 45 day response time.

D. If the City needs approval from the City Council to provide a written statement, the 45 days may be extended to 3 days following the next duly noticed public meeting pursuant to PCC Section 9204(d)(1)(C).

E. If the City fails to timely respond to a Claim or if Contractor disputes the City’s response, Contractor may submit a written demand for an informal meet and confer conference with the City to settle the issues in dispute. The demand must be sent via registered or certified mail, return receipt requested. Upon receipt, the City shall schedule the conference within 30 days.

F. Within 10 business days following the informal meet and confer conference, the City shall submit to Contractor a written statement describing any issues remaining in dispute and that portion which is undisputed. Undisputed portions of the Claim shall be process and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The issues remaining in dispute shall be submitted to non-binding mediation. If the City and Contractor mutually agree on a mediator, each party shall pay equal portions of all associated costs. If within 10 business days, the City and Contractor cannot agree on a mediator, each party shall select a mediator (paying all costs associated with their selected mediator), and those mediators shall select a qualified neutral third party to mediate the disputed issues. The City and Contractor shall pay equal portions of all associated costs of such third party mediator.

G. Unless otherwise agreed by the City and Contractor, any mediation conducted hereunder shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has commenced.

H. The City reserves all rights and remedies that it has pursuant to the Construction Contract, plans and specification, at law or in equity which are not in conflict with PCC 9204.

This Section shall be automatically extended if legislation is lawfully passed which extends the terms of Public Contract Code Section 9204 beyond January 1, 2027.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. COUNTERPARTS:

This Agreement may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

39. SIGNATORY:

By signing this Agreement, each signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

40. CONTROLLING AGREEMENT:

In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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, LP, GP,
sole proprietor/individual)

CITY OF ALAMEDA,
a municipal corporation

(Name)
(Title)

Jennifer Ott
City Manager

RECOMMENDED FOR APPROVAL

(Name)
(Title)

Erin Smith
Public Works Director

Contractor License No. _____

APPROVED AS TO FORM:
City Attorney

DIR No. _____

Len Aslanian
Assistant City Attorney

GENERAL REQUIREMENTS

C. GENERAL REQUIREMENTS

GENERAL REQUIREMENTS

1 TERMS AND DEFINITIONS

1-1 TERMS

The Project Plans and Specifications are of the abbreviated, simplified or streamlined type and may include incomplete sentences. Whenever this occurs, omission of words or phrases such as “The Contractor shall,” “in conformity with,” “shall be,” “as noted on the Plans,” “according to the plans,” “a,” “an,” “the,” and “all” is intentional. Omitted words or phrases shall be supplied by inference in the same manner as they are when a “note” occurs on the Plans.

Unless otherwise stated, the words “directed,” “required,” “permitted,” “ordered,” “instructed,” “designated,” “considered,” “necessary,” “prescribed,” “approved,” “acceptable,” “satisfactory,” or words of similar meaning, refer to actions, expressions, and prerogatives of the Engineer.

Whenever the words “reviewed,” “approved,” “satisfactory,” “directed,” “submitted,” “inspected,” or similar words or phrases are used, it shall be assumed that the words “Engineer or his representative” follows the verb as the object of the clause, such as “approved by the Engineer or his representative.”

All references to manufacturer’s installation directions mean the latest edition.

1-2 DEFINITIONS

Addenda – Written or graphic instruments issued before the opening of the bids, which modify or interpret the Project Manual by additions, deletions, clarifications or corrections. (See Instruction to Bidders, Section 2-1.)

Architect/Engineer or A/E or Design Professional – The person or City consultant who created the intended project concept into a constructible design suitable to the City, and who developed the Project Plans and Specifications. The registered professional architect or engineer who is responsible for the overall aesthetic and technical design of the Project.

As Required – In accordance with Contract Documents, applicable codes, industry standards, or manufacturers recommendations.

Bid Documents – The Notice Inviting Bids; Instruction to Bidders; Proposal Requirements, Conditions and Bid Procedures; Award and Execution of Contract; Bid Proposal and Schedule (with all attachments); Contract form; and Addenda.

Bidder – Any individual, firm, partnership, corporation, or combination of them, submitting a proposal for the Work contemplated, acting directly or through an authorized representative.

Building Code – The latest edition of the California Codes, published by the California Building Standards Commission and as adopted and modified by City ordinance.

California Test – Whenever reference is made to a California Test by number, it shall mean the California Test developed by the State of California, Department of Transportation, in effect on the day the Notice Inviting Bids is dated.

City – The City of Alameda, County of Alameda, State of California.

City Engineer or Engineer – The City Engineer of the City of Alameda or his or her designee acting within the scope of the duties delegated to them.

Change order – (See General Requirements Section 2-6.)

GENERAL REQUIREMENTS

Claim - Contractor's request for: (a) the payment of any additional compensation for any cause; (b) an extension of time for the performance of Work; or (c) any other relief with reference to the terms of the Contract, including any dispute or question related to the Contract Documents. (See General Requirements Section 6-7.)

Code – The most recent version or latest edition of the applicable codes, laws, regulations, Municipal Code, zoning ordinance, and protective covenants governing the site of the Work. In case of conflict, the strictest of the codes shall govern.

Construction Schedule or Schedule – a detailed schedule, with bar chart, showing the sequence of events for completion of the Work, and identifying the critical path items. (See General Requirements Section 5-2, Progress Schedule.)

Contract – The contract form, including the Contract Documents.

Contract Documents or Project Documents – All of the documents governing the Project, in the following order of precedence:

1. Change Orders and Written Orders
2. Addenda
3. Contract
4. Bid Proposal and Schedule (see Definition above)
5. Permits from other agencies, including current applicable building codes (City of Alameda, California Building Standards Code, etc.)
6. Special Provisions
7. Technical Specifications
8. Project Plans
9. City-approved Shop Drawings
10. General Requirements
11. City Standard Plans and specifications (ex. Regional Sewer Standards)
12. Utility owner standards (ex. AMP, PG&E, EBMUD, etc.)
13. State Standards Specifications
14. State Standard Plans
15. Alameda County Standard Plans

Contractor – The individual, partnership, corporation, joint venture, or other legal entity entering into a contract with the City to perform the Work. It includes the Contractor's employees and agents. In the case of Work being done under permit issued by the City or other authorization granted by the City, the Permittee shall be construed to be the Contractor.

Day – a calendar day, unless stated otherwise. (See General Requirements Section 5-6 regarding working day.)

Extra Work – (See General Requirements Sections 2-7 and 6-3.)

General Requirements – General commercial and administrative requirements that apply to the Project as a whole, found in this Section III of the Project Manual. (May be abbreviated in references as “GR”.)

Inspector – The person employed by the City to inspect the Work for compliance with the Contract Documents. This person shall act under the direction of the City, but shall coordinate and submit reports to all participating members of the Project team.

GENERAL REQUIREMENTS

Laboratory – The designated materials testing laboratory authorized by the City Engineer to test materials and Work involved in the Contract.

Modifications – Modifications to the Contract Documents may be in one of the following forms: (See General Requirements Section 2-2.)

1. Addenda (See Bid Document Section 2-1)
2. Change Order (See General Requirements Section 2-6)
3. Written Order, issued by the Engineer for a minor change in the Work

Or Approved – Indicates that a different material, product, or manufacturer may be used in place of the one specified, if it has first been approved by the Engineer.

Plans - Generally will indicate dimensions, position and kind of construction.

Project or Work – See Work.

Project Manager – The authorized representative (agent) of the City, and the official point of contact between the City, A/E, and Contractor.

Project Manual – The Bid Documents, General Requirements, Special Provisions, Technical Specifications, Project Plans and Addenda. (Once the Contract is signed, the completed set of documents concerning the Project is called the Contract Documents.)

Regional Sewer Standards – Whenever the words “Regional Sewer Standards”, “Regional Standards” or “Sewer Standards” with reference to any sanitary sewer Specifications, they shall be understood to refer to the current edition of the Regional Standards for Sanitary Sewer System Installation, Rehabilitation and Repair.

Scope of Work – Work described in the Project Documents. See also Section 2 of these General Requirements (Scope of Work).

Shop Drawings – The City-approved manufacturer’s Drawings submitted to City by Contractor.

Special Provisions – Specific clauses setting forth conditions or requirements peculiar to the Work and supplementary to the General Requirements, or modifications of the General Requirements.

Specifications – Generally indicate qualities and methods of construction shown on the Plans. Includes the Technical Specifications and State Standard Specifications, in the order of precedence listed under “Contract Documents”.

State Standard Specifications – Whenever the words “State Standard Specifications” or “State of California” or “Caltrans” with reference to any Specifications, they shall be understood to refer to the current edition of the State of California Department of Transportation’s Standard Specifications.

Subcontractor – A person, firm or corporation having a direct contract with the Contractor or one of Contractor’s subcontractors. It includes one who furnishes material worked to a special design according to the Contract Documents. It does not include one who furnishes material only.

Technical Specifications – The Technical Specifications are divided under various headings in order to make the explanation of Work clearer and to set forth the different parts to be furnished or installed. The Technical Specifications are not considered as limits of Work required by any trade. All Work shall be completed, however, to the satisfaction of the A/E and City.

Work or Project – The entire Project which is the subject of the Contract. The term “Work” as applied to the Contractor includes labor and/or materials and any necessary tools and equipment.

GENERAL REQUIREMENTS

Written Notice – Shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to any office of the corporation for whom it is intended, or if sent by registered mail to the last business address known to the one who gives the notice.

Written Order – An order issued by the Engineer regarding a change in the Contract Documents. Includes a response to a request for information or clarification. (See General Requirements Section 2-6.)

GENERAL REQUIREMENTS

2 SCOPE OF WORK

2-1 INTENT OF PLANS AND SPECIFICATIONS

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the Contract Documents will not be required unless it is consistent and is reasonably inferable from those Contract Documents as being necessary to produce the intended results. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with those recognized meanings.

The organization of the Project Manual into divisions, sections and articles, and the arrangement of Plans shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

The intent of the Plans and Specifications is to describe the details for the construction and completion of the Work that the Contractor undertakes to perform in accordance with the terms of the Contract. Where the Plans or Specifications describe portions of the Work in general terms but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specifically stated, the Contractor shall furnish all tools, equipment and incidentals and perform all Work that is to be performed in the best workmanlike manner to assure that the completed Work will be in accordance with the Plans and Specifications. The Contractor is responsible for verifying all measurements and existing conditions related to his scope of Work before the start of any Work.

If materials and/or equipment are to be furnished by the City, as designated in the Special Provisions or as agreed on, this shall not relieve the Contractor of the above requirements to furnish all other labor, materials and equipment to complete the Contract.

By executing the Contract, the Contractor represents they have visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents. The Contractor shall, upon discovering any error or omission in the plans or Specifications, immediately call it to the attention of the Engineer.

2-2 MODIFICATIONS GENERALLY

Modifications to the Contract Documents may be in one of the following forms:

1. Addenda (See Bid Documents Section 2-1)
2. Change Order (See General Requirements Section 2-6)
3. Written Order, issued by the Engineer for a minor change in the Work

2-3 CHANGES INITIATED BY THE CITY

The Work is subject to change by additions, deletions, suspensions, or revisions by the City as directed to the Contractor in writing. Additions, deletions, suspensions and revisions are within the contemplation of the parties and will not be the basis of a compensable delay. Such Change Orders or Written Orders shall not invalidate the Contract. The Contractor shall not make any changes or modifications in the Work described or in any way cause or allow the Work to deviate from the Contract Documents without the written direction from the City. If the Contractor makes any changes or other modifications in the Work described without written direction from City, such change or modification constitutes an agreement by Contractor that it will not be paid for that changed Work, even if it received verbal directions from City or any of City's representatives. In

GENERAL REQUIREMENTS

addition, Contractor is liable for any and all losses, costs, expenses, damages and liability arising out of any change or modification it makes without the City's written direction. It is further understood that no change, modification to, or deviation from the Contract Documents shall release or exonerate, in whole or in part, any bond or any surety on any bond given in connection with the Project, and no notice is required to be given by the City to such surety of any change, modification or deviation.

When changes are initiated by the City through revisions to the Contract Documents, it will be assumed that the change in the scope of Work is insignificant unless the Contractor submits a claim for it within ten working days, or the City initiates a Change Order.

2-4 CHANGES REQUESTED BY THE CONTRACTOR

Contractor may request a change in the Contract Documents, in writing. Approved changes shall be made by written Change Orders except when emergency conditions dictate prompt action. Nothing here shall be construed as granting a right to the Contractor to demand acceptance of such proposed changes.

2-5 COMPENSATION

The unit prices set forth in the Contractor's accepted Bid Proposal shall be used in determining increases or decreases in compensation to be made for any alterations, deviations, additions or deletions. Where the unit price does not apply, compensation shall be based on one or more of the following methods:

1. By unit price bid in the Contractor's accepted proposal or as subsequently agreed upon.
2. By cost plus percentage or by cost plus a fixed fee.
3. By an agreed on lump sum price.
4. By Change Order as set forth in Section 2-6 below.
5. By Extra Work, as set forth in Sections 2-7 and 6-3.4 below.

2-6 CHANGE ORDERS; WRITTEN ORDERS

Either the City or the Contractor may initiate a Change Order. Change orders shall be in writing and state the dollar value of the change or establish a method of payment, any adjustment in contract time, and shall be signed by the Contractor indicating his acceptance. If no emergency or protest exists, a contract Change Order will not become effective until the City Engineer signs it.

The Engineer may issue a Change Order to the Contractor at any time. If the Contractor disagrees with any term in the Change Order, which he has not, or refuses to execute, he shall submit a written protest to the Engineer within 15 days after the receipt of the Change Order and shall state the reasons for the protest.

The Engineer may issue a Written Order regarding a change in the Contract Documents, or a response to a request for information or clarification. A Written Order may or may not lead to a follow-up Change Order.

2-7 EXTRA WORK

New and unforeseen Work will be classed as Extra Work when: (a) the Engineer determines that the Work is not covered by any of the various items for which there is a bid price or by combinations of such items; and (b) the Work is specifically designated as Extra Work in the Contract Documents.

GENERAL REQUIREMENTS

The Contractor shall do such Extra Work (and furnish labor, materials and equipment for it) upon receipt of an approved Change Order or Written Order. The Contractor is not entitled to payment without an approved Change Order or Written Order.

Extra Work will be paid for under this Section 2 or Section 6-3.

In addition to the requirements of any other Contract provision, the time allowed and the price agreed upon for changed and Extra Work shall be conclusive. Any cost of the Work, direct or indirect, and any consequences of added time on the Project, direct or indirect, shall be included in the signed Change Order.

2-8 CLAIMS FOR CONCEALED OR UNKNOWN CONDITIONS

If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then the observing party shall promptly give notice to the other party before conditions are disturbed and in no event later than 21 calendar days after the first observance of the conditions. The Engineer will promptly investigate the conditions, and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of the Work, will recommend an equitable adjustment in the Contract sum or Contract time, or both. If the Engineer determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Engineer shall so notify the Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within 21 days after the Engineer has given notice of the decision. If the City and Contractor cannot agree on an adjustment in the Contract sum or Contract time, the adjustment shall be referred to the Engineer for initial determination, subject to further proceedings under General Requirements Section 2-6.

2-9 SITE CONDITIONS

It is believed that information pertaining to conditions that may affect the cost of the proposed Work is shown on the Plans or indicated in the Specifications; however, the City does not warrant the completeness or accuracy of that information. Where an investigation of subsurface conditions has been made, it is for design only. No guarantee, express or implied, is made about the adequacy or sufficiency of those investigations. It is the Contractor's responsibility to ascertain the existence of any conditions affecting the cost of the Work that would have been disclosed by reasonable examination of the site.

The Contractor shall maintain in operation during the duration of the Contract, drainage lines, storm drains, gas, electrical, steam, and other utility service lines within the working area.

Contractor shall remove and dispose of existing improvements visible at the job site, for which no specific disposition is made on the Plans, but which could reasonably be assumed to interfere with the satisfactory completion of the Work.

2-10 SITE ACCESS

The City will provide rights of way or easements for Work to be constructed. The Contractor shall make his own arrangements and pay all expenses for additional area required by him outside of the limits of rights of way or easements unless otherwise specifically provided.

The Contractor may not store construction equipment or materials within the public right-of-way without written permission of the Engineer. Contractor shall locate and use an appropriate area for

GENERAL REQUIREMENTS

storage of equipment and materials at his cost. Contractor must obtain permission from property owner before storing equipment or materials within private property.

GENERAL REQUIREMENTS

3 CONTROL OF WORK

3-1 AUTHORITY OF CITY ENGINEER

The City 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 Contract Documents; the Contractor's acceptable fulfillment of the contract; and compensation. His decision shall be final and he has the authority to enforce and make effective the decisions and orders which the Contractor fails to promptly carry out.

3-2 PLANS AND WORKING DRAWINGS

The successful Contractor will be furnished, free of charge, three complete hard copy sets and an electronic (PDF) complete set of Plans and Specifications and revisions to them. Additional sets may be obtained from the Engineer for the cost of reproduction. All Modifications affecting the Contract Documents shall be in writing.

In general, the Plans will indicate dimensions, position and kind of construction, and the Specifications, qualities and methods. Any Work indicated on the Plans and not mentioned in the Specifications shall be the same as similar parts that are detailed, marked or specified. When an item is necessary for the operation of the equipment drawn or specified, the Contractor shall furnish a suitable item that will allow the system to function properly at no extra charge.

Should an error appear in the Plans or Specifications, or the Work done by others affecting this Work, the Contractor shall notify the Engineer who will issue a Written Orders how to correct the error. If the Contractor proceeds with the Work suggested without instruction from the Engineer, it shall make good any resulting damage or defect. This includes typographical errors in the Specifications and notational errors on the Plans where doubtful of interpretation.

Working drawings or plans not included in Plans furnished by the Engineer shall be approved by the Engineer before any Work involving these plans is performed, unless the Engineer waives approval in writing. If the Engineer furnishes additional details to more fully explain the Work, they shall be considered a part of the Contract. If any details are, in the opinion of the Contractor, more elaborate than scale drawings and specifications warrant and indicate Extra Work, the Contractor shall give written notice to the Engineer within five days of receipt. The claim will then be considered and, if justified, the drawings will be amended or the Extra Work authorized. Failure to give such notice relieves the City of any claim.

Full compensation for Contractor furnishing all working drawings shall be considered as included in the prices paid for the contract items of work to which the drawings relate and no additional compensation will be allowed.

The Contractor shall keep at the Work site a copy of the Plans and Specifications, and the Engineer shall have access to them at all times.

If there is a conflict between the Contract Documents, the precedence shall be as set forth in General Requirements Section 1-2, Definitions (Contract Documents).

3-3 SHOP DRAWINGS

Refer to the Special Provisions for additional shop drawing and submittal information. When shop drawings or other drawings are necessary to adequately control the Work or are required by the Plans or Specifications, or requested by the Engineer, the Contractor shall prepare them in accordance with current modern engineering/architectural practice and at the Contractor's

GENERAL REQUIREMENTS

expense. The drawings shall show completely the work to be done, expanding on the Contract Plans for details not previously shown, field conditions and condition of the Work. Drawings shall be of a size and scale to show clearly all necessary details and shall be transmitted by letter to the Engineer for prompt review and acceptance, allowing sufficient time for that activity, return to the designer and distribution to Contractor and inspection personnel. Resolution of unforeseen field problems will be expedited to minimize adverse effects on construction.

Materials shall not be furnished or fabricated nor any work done for which drawings are required before review and acceptance of the drawings.

When first submitted, the Contractor shall submit electronic copies of each drawing through the project web-based project document platform. Shop drawings shall be clearly marked with the name of the Project, the Contractor and the Subcontractor or supplier making the submittals. The drawing shall be stamped and signed by the Contractor certifying to such check and accompanied by a signed letter of transmittal. This requirement is mandatory and the Engineer will not review submissions without such certification.

If accepted without change or correction, an electronic copy with approval-stamped will be furnished to the Contractor. Contractor shall furnish a copy of the approved shop drawings and keep at the Work Site with the copy of Plans and Specifications, and the Engineer shall have access to them at all times. If extensive additions or corrections are required, the Engineer will return one marked-up electronic copy to the Contractor.

Review and acceptance of shop drawings by the Engineer shall not relieve the Contractor from the responsibility for errors or omissions in those drawings or from deviations from the Contract Documents unless such deviations were specifically called to the attention of the Engineer in the letter of transmittal submitted with the drawings. The Contractor shall be responsible for the correctness of the drawings, for shop fits and field connections, and for the results obtained by use of such drawing. The Contractor shall check all dimensions at the job and shall be responsible for all discrepancies between the dimensions between the dimensions of the actual Work and those shown on the documents or shop drawings. The Contractor shall be solely responsible for all quantities of materials or equipment for to properly complete the Work.

3-4 PROJECT RECORDS DOCUMENTS

The 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:

1. Drawings marked where required to show changes in dimension or configuration between the original design and final construction;
2. Specifications marked to indicate changes of materials, products, or methods of installation;
3. Modifications to Specifications issued during the course of construction (including Addenda, Change Orders, or Written Orders);
4. Approved Shop Drawings and product data; and
5. Field test records and reports.

Contractor shall 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.

GENERAL REQUIREMENTS

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 an electronic copy (ex. PDF) and not less than two sets of project record document, marked up plans and specifications to the City at the end of the Work, before final payment is made.

3-5 LINES AND GRADES

NOT USED

3-6 PROTECTION OF WORKERS IN TRENCH EXCAVATIONS

NOT USED

3-7 SUPERINTENDENT

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.

3-8 EMERGENCY PROVISIONS

Before initial Work is begun, the Contractor and his superintendent shall file with the City Engineer, addresses and telephone numbers where they can be reached during hours when the Work is not in progress. The Contractor shall furnish to the City 24-hour telephone numbers of all key personnel, including key personnel of subcontractors, for use in case of any emergencies.

3-9 CHARACTER OF WORKERS

The Contractor shall at all times enforce strict discipline and good order among his subcontractors and employees, and shall not employ on the Work any unfit person or anyone not skilled in the Work assigned to him, nor anyone incompetent or unfit for his duties. When advised by the City, the Contractor shall dismiss such person and shall not again, without permission, employ that person on the Project.

3-10 CONTRACTOR'S EQUIPMENT AND FACILITIES

The Contractor shall furnish and maintain in good condition all equipment and facilities required for the proper execution and inspection of the Work. The equipment and facilities shall meet all code requirements.

GENERAL REQUIREMENTS

3-11 CLEAN-UP

The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. Before final inspection of the Work, the Contractor shall clean the construction area, material sites, and all ground occupied by him in connection with the Work of all rubbish, excess materials, form lumber, etc. All parts of the Work shall be left in a neat and presentable condition.

3-11.1 Dust control

Whenever the presence of dust from contractor activities (sanding, concrete demolition, etc.) becomes a problem, the Contractor shall apply dust control measures as necessary to alleviate the problem. If, in the opinion of the Engineer, the presence of dust has become a problem, No separate payment shall be made for the implementation of dust control measures and full compensation for furnishing all labor, materials, tools, equipment, and incidentals and doing all the Work involved in applying the materials or palliatives as specified or required by the Engineer shall be considered as included in the prices paid for various contract items of Work.

3-11.2 Watering

NOT USED

3-11.3 Daily Site Clean-Up

The Contractor shall promptly clean the Work as it progresses. As directed during construction, debris and rubbish shall be removed. Site clean-up must occur on a daily basis. The Contractor is responsible for providing the debris container(s). If the City observes the accumulation of trash and debris, the construction manager will send the Contractor a 24-hour written notice to mitigate the condition. If the Contractor fails to perform the required clean-up, or if the Engineer deems the clean-up is unsatisfactory, the City will then perform the clean-up. All costs associated with any City clean-up work (including all travel, payroll burden, and costs for supervision) will be deducted from the Contractor's total contract amount.

3-11.4 Floors and Pavements

Interior floors and pavements shall be vacuum-cleaned or swept daily. Exterior floors, pavements, and decks shall be swept daily.

3-11.5 Daily Street Clean-Up

NOT USED

3-11.6 Finished Building Surfaces and Appurtenances

Clean, free from labels, stains, and soil of all kinds wherever located. Hardware shall be polished, without paint or dirt marks, and in perfect operation and adjustment. Glass and plastics shall be clean and polished with all labels removed. Fixtures and equipment shall be clean and in perfect operation and adjustment.

3-11.7 Removal of USA markings

Contractor shall remove USA markings as part of the final clean-up.

3-12 INSPECTION

All Work and materials are subject to inspection and approval of the Engineer and the City of Alameda Building Department or other governing agencies. The Contractor shall notify the Engineer before noon of the working day before the working day inspection is required. For work

GENERAL REQUIREMENTS

that requires inspection by the Building Department, the Contractor shall notify the department in accordance with their requirements or as described in the applicable permits. Unless otherwise authorized, work shall be done only in the presence of the Engineer or inspector. Any work done without proper inspection is subject to rejection. The Engineer shall at all times have access to the Work during its construction at off-site shops and yards as well as the Project site. The Contractor shall provide every reasonable facility for ascertaining that the materials and workmanship are in accordance with the Contract Documents. City inspection of the Work shall not relieve the Contractor of the obligation to fulfill all conditions of the Contract.

The Contractor shall, without additional cost to the City, replace any material or correct any workmanship found not to conform to the Contract requirements, unless the City consents to accept such material or workmanship with an adjustment in Contract price. The Contractor shall immediately separate and remove the rejected material from the site.

If the Contractor does not promptly replace rejected material or correct rejected workmanship, the City may: replace such material or correct the workmanship and charge the cost to the Contractor; or terminate the Contractor's right to proceed according to the Contract termination clause in General Requirements Section 5.4.

No portion of any Work or installed materials shall be covered or concealed in any manner whatsoever without first obtaining an inspection. The Contractor shall assume the cost of uncovering and replacing Work and materials not inspected.

Projects financed in whole or in part with County, State or Federal funds are subject to inspection at all times by the agency involved.

3-13 FINAL INSPECTION

Whenever the Work has been satisfactorily completed and the final cleaning up performed, the Contractor shall request in writing a final inspection from all applicable governing agencies. Upon completion of these inspections, the Contractor shall request in writing a final inspection from the City Engineer. The City Engineer will make the final inspection with reasonable promptness.

Should the Engineer consider that the Work is incomplete or defective, he will promptly notify the Contractor in writing listing the incomplete or defective work. The Contractor will immediately remedy the deficiencies and send a second written notice that the Work is complete and ready for a re-inspection. When the Engineer determines that the Work is complete, the Contractor shall proceed with closeout submittals. The Contractor may be held liable for the cost of re-inspection if the engineer is required to make more than two inspections to determine if the Work is complete.

GENERAL REQUIREMENTS

4 CONTROL OF MATERIALS

4-1 EQUIVALENTS AND ALTERNATIVES

4-1.1 Option to propose equivalent within 15 days

Except as provided below, and in accordance with the PCC section 3400, the Contractor may supply any of the materials specified or offer an equivalent. The Contractor has a period of up to 15 days after award of the contract to submit data substantiating a request for a substitution of “an equal” item.

The Engineer shall determine whether the material offered is equivalent to that specified.

If a substitute offered by the Contractor is found to be not equal to the specified material, the Contractor shall furnish and install the specified material. The specified contract completion time shall not be affected by any circumstance developing from the provisions of this subsection.

4-1.2 City-designated material

The City may call for a designated material, product, thing or service by specific brand or trade name and is not obligated to allow substitutes: (a) where the product is designated to match others in use on a particular public improvement either completed or in the course of completion; or (b) if the City Council adopts a resolution making findings that a particular material, product, thing or service is designated by specific brand or trade name in order that a field test or experiment may be made to determine the product’s suitability for future use.

4-1.3 Evaluation of alternatives

Except as provided above, whenever a particular material, process, or equipment is indicated by patent, proprietary or brand name, or by name of the manufacturer, that wording is used for the purpose of facilitating its description and shall be deemed to be followed by the words “or equal.” A listing of materials is not intended to be comprehensive, or in order of preference. The Contractor may offer any material, process or equipment that he considers to be equivalent to that indicated, and it will be evaluated according to the following procedures:

1. The Contractor shall, at their expense, furnish data concerning items offered by him as equivalent to those specified. He shall have the material tested as required by the Engineer to determine that the quality, strength, physical, chemical, or other characteristics, including durability, finish, efficiency, dimensions, service, and suitability are such that the item will fulfill its intended function.
2. Test methods are subject to the Engineer’s approval. Test results shall be reported promptly to the Engineer, who will evaluate the results and determine if the substitute item is equivalent. His findings shall be in writing and are final. Installation and use of a substitute item shall not be made until approved by the Engineer.
3. The Contractor assumes the cost of any redesign necessitated by the substitution.

4-2 SUBSTITUTION OF EQUALS

Once construction has begun, Contractor is liable for the cost of additional Work on the part of the Engineer related to substitutions which the Engineer has not approved in writing before construction. (See also General Requirements Section 2-4.)

Within 35 days after the date of the Contract, the City may, at its option, consider formal requests from the General Contractor for substitution of materials in lieu of those specified, or having

GENERAL REQUIREMENTS

received prior approval, when submitted in accordance with the following requirements. (PCC section 3400.) One or more of these conditions must also be documented.

1. The substitution is required for compliance with final interpretation of code requirements or insurance regulations.
2. The substitution is due to the unavailability of the specified products, through no fault of the Contractor.
3. Subsequent information discloses the inability of the specified products to perform properly or to fit in the designated space.
4. The manufacturer or fabricator's refusal to certify or guarantee performance of the specified product as required.
5. In the Engineer's judgment, a substitution would be substantially to the City's best interests in terms of cost or time.

The approval of different materials or products shall be determined by the methods set forth in this Section 4. No product or material shall be arbitrarily presumed to be "acceptable" without having first been so judged by appropriate procedures.

4-3 DEFECTIVE WORK AND MATERIALS AND UNAUTHORIZED WORK

All materials, parts and equipment furnished by the Contractor in the Work shall be new, high grade, and free from defects. Workmanship shall be in accordance with the generally accepted standards. Material and Workmanship are subject to the Engineer's approval.

Materials and Workmanship not conforming to the requirements of these Specifications shall be considered defective and is subject to rejection. Defective Work or material, whether in place or not, shall be removed immediately from the site by the Contractor, at his expense, when so directed by the Engineer. If the Contractor fails to replace any defective or damaged Work or material after reasonable notice, the Engineer may cause the Work or materials to be replaced. The replacement expense will be deducted from the amount to be paid to the Contractor.

Used or secondhand materials, parts and equipment may be used only if permitted by the Engineer.

Any Work done beyond the lines and grades shown on the approved plans, or established by the Engineer, without written authority, will be considered unauthorized and will not be paid for.

If the Contractor fails to comply promptly with any Engineer's Order made under this article 6, the Engineer has the authority to cause the defective Work to be remedied, or removed and replaced, and unauthorized Work to be removed, and to deduct (back charge) the costs from any moneys due or to become due the Contractor.

4-4 CITY-FURNISHED MATERIALS

Materials furnished by the City will be made available at locations designated in the Special Provisions. The cost of handling and placing City-furnished materials is considered as included in the price paid for the contract item.

The Contractor is responsible for all materials furnished and shall pay all demurrage and storage charges. The Contractor shall replace City-furnished materials lost or damaged. The Contractor is liable to the City for the cost of replacing City-furnished material and those costs may be deducted from any moneys due to the Contractor.

4-5 STORAGE OF MATERIALS

Materials shall be stored in such a manner as to insure the preservation of their quality and fitness for the Work. When considered necessary by the Engineer, materials shall be placed on platforms

GENERAL REQUIREMENTS

or other hard, clean surfaces and covered when directed. Materials shall be stored so as to facilitate inspection.

The Contractor shall promptly inspect all material as delivered and return defective materials without waiting for rejection by the Engineer.

The Contractor, at their expense, shall select and maintain locations and arrangements for storage sites for materials and equipment outside the right of way or limits of Work, unless otherwise designated in the Contract Documents. Full compensation for furnishing such storage sites is considered as included in the unit price bid for various items of Work and no additional compensation will be allowed.

4-6 SAMPLES AND TESTS

Before incorporation in the Work, the Contractor shall submit samples of materials, as specified and as the Engineer may require, at no cost to the City. The Contractor, at their own expense, shall deliver the materials for testing to the place and at the time designated by the Engineer. Unless otherwise provided, the initial testing shall be at no expense to the Contractor. Any re-testing due to failing to pass tests shall be at the Contractor's expense. When required by the Engineer, the Contractor shall furnish at no cost to the City the manufacturer's Certificate of Compliance and other documents which state that tests and quality have been passed.

The Contractor shall notify the City in writing at least 15 days in advance of his intention to use materials for which tests are specified, to allow sufficient time to perform the tests. The notice shall name the proposed supplier and source of material.

4-7 WARRANTY

The Contractor warrants to the City that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of any portions of the Contract Documents or by any requirements of code, law, ordinance or statute.

The entire Work shall be warranted against defects in materials and workmanship for a period of one year from the date of final acceptance by the City, unless a longer period is indicated in the Contract Documents. The warranty shall specifically provide that all defects in materials and workmanship will be remedied to the satisfaction of the Engineer, at no additional cost to the City. Contractor shall furnish a Warranty Bond by an approved bonding company for the warranty period.

Contractor further warrants all corrective action against defects in design (when design is not provided by the City), during the one-year warranty period (subject to the limitations of Civil Code section 2782.8).

GENERAL REQUIREMENTS

5 PROGRESS OF WORK

5-1 BEGINNING OF WORK

The Contractor shall begin Work within five days after receiving notice to proceed and shall diligently and continuously pursue the Work to completion without interruption within the time limit provided in the Contract Documents.

If the Contractor begins Work in advance of receiving the notice to proceed, any Work performed in advance of the that date shall be considered as having been done by him at his own risk and as a volunteer, unless the Contract Documents provide otherwise.

5-2 PROGRESS SCHEDULE

5-2.1 Requirements

Within ten days after the Notice of Award, or on returning the signed contract, whichever is sooner, the Contractor shall submit to the Engineer a detailed Construction Schedule

The Construction Schedule shall show: the order in which the Contractor proposes to carry out the Work; the dates on which he will start the several salient features of the Work (including procurement of materials, plant and equipment); and the contemplated dates for completing each feature; and the critical items.

5-2.2 City acceptance

The City shall have fifteen working days to accept or reject the Schedule. Contractor shall update the Schedule as required by the Engineer. The Contractor shall keep the Engineer advised of the progress of the Work and shall notify the Engineer immediately in writing of any delay, and the causes for it, which may prevent the Project from being completed within the specified time.

Contractor's Construction Schedule may be rejected by the City if the Schedule does not show the separable tasks to be performed in sufficient detail to determine the progress of the Work.

5-2.3 Schedule changes

The Contractor shall promptly inform the City of any proposed change in the schedule and narrative and shall furnish the City with a revised Schedule within ten calendar days after approval by the City of the change. The schedule and logistics plan shall be kept up to date, taking into account the actual progress of Work and shall be revised, if necessary every 30 calendar days. The revised schedule and logistics plan shall, as determined by the City, be sufficient to meet the requirements for the completion of the separable parts of any and all Work as set forth in the Contract.

When the Schedule is changed, Schedule updates must be submitted as a condition of receiving the monthly progress payment. No change will be allowed to the critical path without the City's written consent. Schedule updates must show the as-built progress of Work completed before the date of the update.

5-3 TEMPORARY SUSPENSION OF WORK

5-3.1 Suspension by Engineer

If the Engineer determines that the Work is not proceeding in accordance with the Contract Documents or any applicable rules and regulations, the Engineer may order the cessation of further Work until the Work proceeds in compliance with those requirements. Delays in the Work

GENERAL REQUIREMENTS

occasioned by such stoppage do not relieve the Contractor of any duty to perform the Work or serve to extend the time for its completion.

The Engineer has the authority to suspend the Work wholly or in part, for a period as he deems necessary, due to unsuitable weather, or to other conditions that are considered unfavorable for the suitable prosecution of the Work. Such a temporary suspension will be considered as justification for time extensions to the Contract in an amount equal to the period of the suspension.

If a suspension of Work is ordered under this Section, the Contractor, at his expense, shall do all work necessary to provide safe conditions in accordance with General Requirements Section 7.15, Public Convenience and Safety, during the period of the suspension. If the Contractor fails to perform the work as specified, the City will perform that work and the cost will be charged against the Contractor and will be deducted from moneys due the Contractor.

5-3.2 Abnormal weather conditions

Weather days will be recorded by the Contractor and forwarded to the Construction Manager within five 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 City to Contractor for extensions due to abnormal weather day delays.

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 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

5-4 TERMINATION OF CONTRACT FOR DEFAULT

5-4.1 Grounds for termination

The City Council may terminate the Contract at any time upon a determination that the Contractor has:

1. failed or refuses to supply either properly skilled workers, a sufficient work force, proper materials or suitable equipment for the Work; or
2. disregarded laws, ordinances, rules and regulations, or orders of a public authority having jurisdiction; or

GENERAL REQUIREMENTS

3. failed to prosecute the Work diligently and in compliance with the schedule in accordance with the terms of the Contract Documents; or
4. otherwise materially breached the terms and conditions of the Contract.

The decision to terminate the Contract for the reasons set forth in this section shall be made by the City Council and such decision shall be final and binding on the parties to the Contract. City shall provide written notice of termination to both the Contractor and its surety.

5-4.2 Upon termination

Upon termination, the Contractor shall cease all operations on the Project and the City, without prejudice to any other rights or remedies, may:

1. take possession of all or any part of the Contractor's materials, tools, equipment and appliances upon the premises and use them for the purpose of completing the Work; and/or
2. hire such forces and buy or rent such additional machinery, tools, appliances and equipment and buy such additional materials and supplies at Contractor's expense as may be necessary for the proper completion of the Work; and/or
3. employ other parties to carry out the Contract to completion, employ the necessary workers, substitute other machinery and materials and purchase the materials contracted for in such a manner as the City may deem proper, and/or
4. annul and cancel the Contract and re-let the Work or any portion of it.

If requested by City, Contractor agrees to promptly assign to City such subcontracts, equipment rental contracts, materials, purchase contracts, and other contracts with third parties who were furnishing property and/or services for construction of the Project.

5-4.3 Costs after termination

When the City terminates the Contract for any of the reasons stated above, neither Contractor nor its surety shall be entitled to receive any further payments until the Work has been finally completed. All costs and expenses, including costs of administering the Contract incurred in the completion of the Work, shall be charged to the Contractor and its surety. Any excess of costs arising over and above the Contract price shall be the responsibility of the Contractor and its sureties. The Contractor will be credited with the surplus, if any, remaining after all just claims have been satisfied and costs of completion have been paid.

5-5 RIGHT-OF-WAY DELAYS

NOT USED

5-6 TIME OF COMPLETION

The Contractor shall complete all of the Work called for under the contract within the number of working days set forth in the Contract Documents.

A "working day" is defined as any day, except: (a) Saturdays, Sundays and legal holidays; (b) days on which the Contractor is specifically required by the Contract Documents to suspend operations; (c) days on which the Contractor is prevented by inclement weather or conditions resulting immediately from it, adverse to the current controlling operation(s), as determined by the Engineer, from proceeding with at least 75% of the normal labor and equipment force engaged on the operation(s) for at least five hours toward completion of the operation(s).

If the Contractor prepares to begin Work at the regular starting time in the morning of any day on which inclement weather or the conditions resulting from the weather, or the condition of the Work, prevents the Work from beginning at the usual starting time, and the crew is dismissed as a

GENERAL REQUIREMENTS

result, and the Contractor does not proceed with at least 75% of the normal labor and equipment force engaged in the current controlling operation(s) for at least five hours toward completion of the operation(s), the Contractor will not be charged for a working day, whether or not conditions change later during the day and the major portion of the day could be considered to be suitable for the construction operations.

The “current controlling operation(s)” as used in the above paragraph includes any feature of the Work considered at the time by the Engineer and the Contractor, which, if delayed, will delay the time of completion of the contract.

Determination of each non-working day, except Saturdays, Sundays, legal holidays, and days on which the Contractor is specifically required by the Contract Documents to suspend construction operations, shall be made and agreed upon during the day by conference between the Engineer and the Contractor, and if they fail to agree, the Contractor will be allowed ten days in which to file a written protest setting forth in what respects he differs from the Engineer. Otherwise the decision of the Engineer shall be deemed to have been accepted by the Contractor as correct.

5-7 LIQUIDATED DAMAGES

5-7.1 General

The parties agree that: time is of the essence in the completion of this Work; and if all the Work is not completed before or upon the completion date, the City will sustain damages; and it is impracticable to determine the actual damage which the City will sustain; the Contractor will pay to the City the sum set forth in the Contract Documents per day for each and every day’s delay beyond the time prescribed to complete the Work; and the Contractor will pay such liquidated damages; and, if those damages are not paid, the City may deduct the amount from any money due or that may become due the Contractor.

It is further agreed that if the Work called is not completed within the number of working days specified, the Engineer has the right to increase the number of working days or not, as he may deem best to serve the City’s interests. If he decides to extend the number of working days, he may charge the Contractor, or sureties, and deduct from the final payment for the Work, all or any part, as he deems 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 the extension. However, the cost of final surveys and preparation of final estimate shall not be included in those charges.

5-7.2 Extensions

The Contractor will be granted an extension of time and will not be assessed with liquidated damages or the cost of engineering and inspection for any portion of the delay in completion of the Work beyond the time named in the Contract Documents caused by acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, shortage of materials and freight embargoes. The Contractor has the responsibility for applying for extensions of time for delays arising from these causes within ten days from the beginning of any such delay. The Contractor has the burden of documenting, as the Engineer may require, the basis for the request for extension of time. The request shall be submitted to the Engineer whose findings shall be final and conclusive.

Upon the Contractor’s submission of satisfactory proof to the Engineer, shortage of material will be acceptable as grounds for increasing the number of working days. In order that such proof may be satisfactory and acceptable to the City Engineer, there must be a showing that the Contractor

GENERAL REQUIREMENTS

has made every effort to obtain such materials from all known sources within reasonable reach of the proposed Work. The Engineer may decide whether or not an increase in the number of working days will be granted, and his decision is final. If the increase is granted, the Contractor will not be assessed with liquidated damages nor the cost of engineering and inspection during the increase. Only the physical shortage of material will be considered as a cause for extension of time, and no consideration will be given to any claim that material could not be obtained at a reasonable, practical, or economical cost or price, unless it is shown to the satisfaction of the Engineer that the material could have been obtained only at exorbitant prices entirely out of line with current rates, taking into account the quantities involved and usual practices in obtaining those quantities.

If the Contractor is delayed in the completion of the Work by reason of changes made under Section 4 (Scope of Work), or by failure of the City to acquire or clear right of way, or by any act of the Engineer not contemplated by the Contract, an extension of time commensurate with the delay so caused will be granted and the Contractor shall be relieved from any claim for liquidated damages, or engineering and inspection charges or other penalties for the period covered by that extension of time. However, the Contractor shall notify the Engineer in writing of the causes of the delay within ten days from the beginning of any such delay. The Engineer shall ascertain the facts and the extent of the delay, and his findings shall be final.

5-8 SUBCONTRACTING

The Contractor shall give his personal attention to the fulfillment of the Contract and shall keep the Work under his control. No subcontractor will be recognized as such, and all persons engaged in the Work of construction will be considered as employees of the Contractor and he will be held responsible for their Work.

5-9 ASSIGNMENT

The City and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party and to the partners, successors, assigns and legal representatives of the other party in respect to the terms of 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 under the Contract without the City's prior written consent.

A consolidation or merger of Contractor or a change in ownership of 25% or more of Contractor's capital stock shall constitute an assignment by Contractor requiring the written consent of City.

5-10 PROTECTION OF EXISTING UTILITIES

5-10.1 Notice

In accordance with the requirements of Government Code sections 4216 and 4216.9, Contractor shall give notice to the Regional Notification Center, USA Underground Service Alert Regional Notification Center (USA) at 1-800-227-2600, at least two working days before beginning any excavation work.

The Contractor shall immediately notify the Engineer and utility owner of any damage to a utility.

5-10.2 Location

No utility lines are shown on the Plans. Records of existing utilities locations, as received from the various utility companies, are on file at the Public Services Department – Engineering Division office and may be examined by the Contractor at any time before or after the job is bid.

GENERAL REQUIREMENTS

Before beginning Work, the Contractor shall mark the area of proposed excavation with white paint or other suitable marking, as required by code, before calling USA. Where it is not possible to adequately delineate the work area, the Contractor shall include in his notification a request for a field meeting with representatives with a plan showing the Work area as needed to expedite marking of facilities. A valid inquiry number shall be maintained and re-validated upon expiration for the duration of the excavation Work. The Contractor shall further request the utility owners to mark or otherwise indicate the approximate location of their installations and cooperate with them in the necessary arrangements.

It is the Contractor's responsibility to determine the exact location and depth of all utilities, including service connections, which have been marked by the respective utility owners and which Contractor believes may affect or be affected by its operations.

5-10.3 Damage and Protection

Contractor shall exercise extreme care and caution in the performance of all underground Work to avoid damage to any facility. No compensation for any necessary rearrangement of underground facilities shall be allowed. Where it is necessary to construct or relocate underground utilities in the construction area, such Work shall be done by the respective utility owner, or their agent, unless otherwise noted. Unless otherwise permitted by the owner of the underground facility, the Contractor shall hand dig wherever he is within 24" (horizontally) of any marked utility line. Damage to any of the facilities shall be repaired by the owner of the utility at the Contractor's expense.

If an existing sanitary sewer lateral is damaged, repairs must be arranged for immediately by a qualified Contractor. This entails securing a repair permit at the District office. All repairs must be completed at the Contractor's expense and must be inspected by a District Inspector.

All Work on this Project shall be so conducted as to permit utility companies to maintain their services or if necessary, to install any additional facilities without interruption.

The Contractor shall immediately notify the Engineer and utility City of any damage to a utility. The cost of repairing and/or relocating any damaged utilities is the Contractor's responsibility when the locations are shown on the Project plans or marked by the utility, or when the Contractor fails to call USA or request a remarking of obliterated marks.

5-10.4 Utility Relocation and Rearrangement

The right is reserved to the City and the utility owners (or their authorized agents) to the Work area for the purpose of making such changes as are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. The Contractor shall cooperate with forces engaged in such work and shall conduct his operation in such a manner as to avoid any unnecessary delay or hindrance to the work being performed by those forces, and shall allow the respective utilities time to relocate their facilities.

The Contractor assumes responsibility for the removal, relocation, or protection of existing facilities when facilities are identified by the Contract Documents. It is the Contractor's duty to coordinate with the owner of utility facilities for the rearrangement of those facilities.

If certain underground utilities not known to the City or in a different location than shown on the plans or special provisions are found to exist, the Contractor shall: (1) immediately notify the Engineer of the existence of the facilities; and (2) take steps to ascertain the exact location of all underground facilities before doing work that may damage the facilities.

GENERAL REQUIREMENTS

Requests for extensions of time arising out of utility rearrangement delays shall be governed by the procedure set forth in Section 5.5, right-of-way delays. In accordance with Government Code section 4215, the Contractor shall not be assessed liquidated damages for delay in completion of the Project when the delay was caused by the failure of the public agency or owner of the facilities to provide for removal or relocation of the existing facilities.

Where the Engineer determines that the rearrangement of an underground main, the existence of which is not shown in the Contract Documents, is essential to accommodate the contemplated improvement, the Engineer will provide for the rearrangement of the facility by other forces. Alternatively, those rearrangements shall be performed by the Contractor and will be paid for as Extra Work.

When the Contract Documents indicate that a utility is to be relocated, altered or constructed by others, the City will conduct all negotiations with the owners and the work will be done at no cost to the Contractor.

Temporary or permanent relocation or alteration of utilities desired by the Contractor for his own convenience are his responsibility, and he shall arrange and bear all costs.

Some existing utility facilities may require relocation during construction of the Project. The following procedure shall be used to determine if relocation is necessary: Contractor shall notify U.S.A. for underground utility locating and locating shall be completed.

Contractor to determine locations of potential conflict between existing utilities and proposed underground construction. In case of conflicts, the Contractor and Engineer shall decide if existing utilities or the proposed improvements should be relocated. If conflicts with utilities occur and utility relocations are necessary, it shall be the responsibility of the Contractor to coordinate all necessary utility relocations with the appropriate utility companies. Contractor shall schedule Work so that during such conflict and relocation there shall not be any Work stoppage including labor, tools, and equipment and consequently no extra cost shall be charged for idle time.

GENERAL REQUIREMENTS

6 MEASUREMENT AND PAYMENT

6-1 MEASUREMENT OF QUANTITIES

NOT USED

6-2 SCOPE OF PAYMENT

The Contractor shall accept the compensation, as provided in the Contract Documents, as full payment for: furnishing all labor, materials, tools, equipment, disposal and incidentals necessary to the completed Work; performing all Work contemplated under the contract; loss or damage arising from the nature of the Work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the Work; expenses incurred in consequence of the suspension or discontinuance of the Work as specified in the Contract Documents; and for completing the Work according to the Contract Documents. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective Work or material.

No compensation will be made for loss of anticipated profits. Increased or decreased Work involving Change Orders or Engineer's Orders will be paid for as provided in those documents.

Payment for items called out elsewhere in the Plans and Specifications, but not specifically listed as a bid or pay item, shall be considered to be included in other items of Work and no additional compensation will be allowed for them.

6-3 EXTRA WORK

6-3.1 General

New or unforeseen Work will be classed as Extra Work when the Engineer determines that it is not covered by Contract unit prices or stipulated unit prices. (See also Section 2-7.)

6-3.2 Payment

When the price for the Extra Work cannot be agreed upon, the City will issue and Written Order and pay for the Extra Work based on the accumulation of costs as provided here.

6-3.3 Daily Reports by Contractor

At the close of each working day, the Contractor shall submit a daily report to the Engineer, on forms approved by the City, together with applicable delivery tickets, listing all labor, materials and equipment involved for that day, and for other services and expenditures when authorized. The parties shall attempt to reach agreement or reconcile the report daily, and both shall sign it. If there is disagreement, pertinent notes shall be entered by each party to explain points that cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by subcontractors or others shall be submitted through the Contractor.

6-3.4 Basis for Establishing Costs

6-3.4A Labor

The report shall show names of workers, classification and hours worked. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the Extra Work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws,

GENERAL REQUIREMENTS

as well as assessments or benefits required by lawful collective bargaining agreements. The use of a labor classification that would increase the Extra Work cost will not be permitted unless the Contractor establishes the necessity for the additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental. The labor surcharge for all payments required by State and Federal law shall be taken from the current State of California Labor Surcharge and Equipment Rental Rate publication.

6-3.4B Material

The report shall describe and list quantities of materials used. The cost of materials reported shall be at invoice or lowest current price at which the materials are locally available and delivered to the job site in the quantities involved, plus sales tax, freight and delivery.

The City reserves the right to approve materials and sources of supply, or to supply materials to the Contractor if necessary for the progress of the Work. No markup shall be applied to any material provided by the City.

6-3.4C Equipment

The report shall show type of equipment, size, identification number, hours of operation, including loading and transportation, if applicable.

6-3.4D Tool and equipment rental

No payment will be made for the use of tools that are not listed on the current State Labor Surcharge and Equipment Rental Rate publication. The rates shall be taken from the current edition of the Rate publication, except modified as follows:

Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the Work is performed.

The rental rates paid shall include: the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance; depreciation, storage; insurance; necessary loading and transportation costs; and all incidentals. Operators of rented equipment will be paid for as provided for under "Labor" above.

If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to the City than holding it at the Work site, it shall be returned, unless the Contractor elects to keep it at the Work site at no expense to the City.

All equipment shall be acceptable to the Engineer, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and manufacturer's approved modifications shall be used to classify equipment and it shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

The reported rental time for equipment already at the job site shall be the duration of its use on the Extra Work, beginning at the time it is first put into actual operation on the Extra Work, plus the time required to move it from its previous site and back, or to a closer site.

6-3.4E Other services and expenditures

Other services and expenditures shall be described in such detail as the City may require.

GENERAL REQUIREMENTS

6-3.4F Other Items

The City may authorize other items that may be required on the Extra Work. Such items include labor, services, material and equipment which are different in their nature from those required for the Work specified in the Contract and which are of a type not ordinarily available from the Contractor or any of his subcontractors. Invoices covering all such items in detail shall be submitted with the request for payment.

6-3.5 Invoices; Mark-up

Vendors' invoices for material, equipment rental, and other expenditures, shall be submitted with the request for payment. If the request for payment is not substantiated by invoices or other documentation, the City may establish the cost of the item involved at the lowest price that was current at the time of the report.

Except any markup prohibitions in Section 6.3, a markup not to exceed 10% of total Contractor costs is allowed for overhead and profit. A markup not to exceed 5% of the total Subcontractor costs is allowed for overhead and profit.

6-4 PARTIAL PAYMENTS

To arrive at agreement on partial payments for items bid as lump sum, the Contractor shall submit a proposed breakdown of values of the various elements of work comprising the lump sum. The Engineer shall, once each month, prepare an estimate (on forms furnished by the Engineer) of the total amount of Work done and acceptable materials on hand (materials furnished and delivered by the Contractor on the ground and not used). The Contractor shall review and sign the Engineer's monthly estimate. Upon the Engineer's approval of the monthly estimate, the City shall retain 5% of the estimated value of the Work done and materials on hand, and shall monthly pay to the Contractor, while carrying on the Work, the balance not retained, after deducting all previous payments and all sums to be kept or retained under the Contract. No such estimate or payment is required when, in the Engineer's judgment, the Work is not proceeding in accordance with the Contract, or when in his judgment the total value of the Work done since the last estimate amounts to less than \$1,000.00.

6-5 PAYMENT WITHHELD

The City may withhold or nullify (on account of later discovered evidence) all or part of any payment made to the Contractor by the City as to the amount determined to be due the Contractor, to the extent and period of time only as is necessary to protect the City from loss on account of:

Defective Work not remedied, or uncompleted Work:

1. Claims filed or reasonable evidence indicating probable filing;
2. Failure to properly pay Subcontractors or for material or labor;
3. Reasonable doubt that the Work can be completed for the balance then unpaid;
4. Failure to achieve sufficient progress with the Work to meet the required completion date; or
5. Damage to another contractor or third party, other than damage due to delays.

6-6 ACCEPTANCE OF THE WORK AND FINAL ESTIMATE AND PAYMENT

Whenever the Public Works Director has accepted the work as complete, the City will file a Notice of Completion with the County Recorder within 15 days. (Civil Code section 9204.) Retention will be held sixty days after the Notice of Completion is filed or until a recorded copy of the Notice of Completion is returned from the County, whichever is first.

GENERAL REQUIREMENTS

6-6.1 Final measurements

Not Used

6-6.2 Deductions

From the total amount of the Work, the City will deduct: (a) 5%; and, (b) from the remainder, all amounts due to the City from the Contractor in accordance with the Contract.

From the balance thus determined, the City will deduct the total amount of all previous payments made to the Contractor. The remainder will be the amount to be paid to the Contractor.

6-6.3 Payment of retained amounts

The final payment of retained amounts is due within 60 days of completion of the Work. "Completion" means City's use of the Work; (2) acceptance of the Work; or (3) other factors set forth in PCC section 7107. (See Civil Code section 9200 regarding definition of "completion.")

The City shall not certify that the Contract has been completed until 60 days or more after the City files the Notice of Completion.

6-6.4 Contractor's release of claims

Payment of undisputed contract amounts is contingent upon the Contractor's furnishing City with a release of all claims against City arising from the performance of Work relative to those amounts. Contractor may only exclude from the release those claims in the amounts stated which have been properly noticed.

6-6.5 Substitute security

Under PCC section 22300, the Contractor may substitute securities for any money held by the City to ensure performance of the Contract. Securities eligible under this section are limited to those listed in Government Code section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or other security mutually agreed upon by the Contractor and the Engineer.

6-7 CLAIMS

6-7.1 Definition; Submittal

Contractor's request: (a) for the payment of any additional compensation for any cause; (b) an extension of time for the performance of Work; or (c) any other relief with reference to the terms of the Contract, including any dispute or question relative to the Contract Documents; is a "Claim".

The Contractor must submit a Claim to the Engineer in writing for consideration. Notices of potential claim are not acceptable for the purpose of timely notice to the City of a Claim.

Each Claims shall contain sufficient detail to enable the Engineer to evaluate the basis, validity and computation of the Claim including, but not limited to, evidence supporting the alleged Claim and a current schedule showing the effect of the occurrence on the critical path.

Submittal of a claim properly certified, with all required supporting documentation, and City's written rejection or denial of all or part of the claim, is a condition precedent to any action, proceeding, litigation, suit or demand for arbitration by the Contractor.

6-7.2 Timing

When a Claim is based on an act or failure to act by the City, its agents, employees or representatives, the Contractor must present the claim to the Engineer before the Contractor

GENERAL REQUIREMENTS

performs the work. In all other instances Claims must be presented in writing within ten days after the occurrence of the event giving rise to the Claim. Contractor's noncompliance with any of the time and notice requirements in this section shall render the Claim(s) invalid.

6-7.3 Delays

There is no compensable delay unless there is a delay to the critical path and the Project completion is delayed beyond the Contract completion date. Except for the additional compensation provided for in Section 5.5, Right of Way Delays, and except as provided in this Section 6.7, Claims, the Contractor has no claim for damage or compensation for any delay or hindrance. It is recognized that changes to the contract are expressly within the contemplation of the parties.

6-7.4 Claim certification

All claims submitted to the City must be certified as follows:

I, _____, being the _____ (must be an officer) of _____ (General Contractor), declare under penalty of perjury under the laws of the state of California, and do personally certify and attest that: I have thoroughly reviewed the attached claim for additional compensation and/or extension of time, and know its contents, and said claim is made in good faith; the supporting data is truthful and accurate; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the City is liable; and further, that I am familiar with Government Code Section 12560 – 12656 (False Claims Act) and Penal Code section 72 pertaining to false claims, and further know and understand that the submission or certification of a false claim may lead to fines, imprisonment and/or other severe legal consequence.

6-7.5 Subcontracts

Contractor shall include the following provisions in all subcontracts.

The Contractor and the City contemplate that the completion of the Work may be delayed by weather, force majeure, minor changes in Plans and Specifications, and actions of utilities and other third parties. The Contractor shall have no claim for damages or compensation for delay in completion of the Work:

1. Caused by any person or entity other than the City or due to any reason beyond the complete control of the City.
2. Caused by the City, unless the delay is unreasonable under the circumstances. Any such delay shall be presumed to be reasonable unless the delay results from a cause that was reasonably foreseeable to the City and the City negligently or through willful misconduct failed to prevent the delay.
3. If the Work is completed within the number of work days stated in the Contract Documents, regardless of whether the Contractor's schedule indicated an earlier completion date.
4. Resulting from a Change Order.
5. If there was no delay in the critical path of the Work.

If the Contractor is entitled to bring a claim for delay under this section, any compensation or damages shall be limited to the Contractor's actual loss. "Actual loss" does not include any expense other than idle time of equipment, necessary payments for idle time of day labor, the cost of extra moving of equipment and the cost of longer hauls. Compensation, if any, for idle equipment and day labor shall be determined under the State of California Standard Specifications Section 8-1.07C. In no event is the Contractor entitled to compensation or damages which include profit,

GENERAL REQUIREMENTS

mark-ups, overhead (including but not limited to central office overhead and salaries of salaried employees), and costs for non-working days.

6-7.6 Tort Claims Act

Before filing a construction claim under PCC section 20104-20104.6, the Contractor must first file a tort claim under Government Code section 900, et seq..

GENERAL REQUIREMENTS

7 LEGAL RELATIONS AND RESPONSIBILITY

7-1 LAWS TO BE OBSERVED

The Contractor shall stay fully informed of and comply with all existing and future County, State and Federal laws and regulations and all municipal ordinances and regulations of the City which affect those employed in the Work, or the materials used, or which affect the conduct of the Work, and of all the orders and decrees of bodies or tribunals having jurisdiction or authority over the Work. If a discrepancy or inconsistency is discovered in the Contract Documents in relation to a law, ordinance, regulation, order or decree, the Contractor shall promptly report it in writing to the Engineer.

7-2 LABOR

7-2.1 General

The Contractor is bound by and shall comply with the applicable provisions of the Labor Code and with Federal, State and local laws related to labor.

7-2.2 No Discrimination

Under Labor Code section 1735, the Contractor shall not discriminate in the employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age or sexual orientation of any person, except as provided in Government Code Section 12940. A Contractor violating this section is subject to all the penalties imposed for a violation.

7-2.3 Apprentices

Attention is directed to Labor Code sections 1777.5, 1777.6 and 1777.7 and to Title 8, California Administrative Code section 227 and following. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio, the Contractor (and subcontractors) should, where some question exists, contact the Division of Apprenticeship Standards before beginning the Work. The Contractor is responsible for compliance with this paragraph.

7-2.4 State Wage Determination

As required by Labor Code sections 1770 and following, the Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of the prevailing rates are on file at the City offices, and will be made available to any interested party on request. The Contractor shall post a copy of the prevailing rates at each job site.

As provided in Labor Code Section 1775 (and subject to that section), the Contractor shall, as a penalty to the City, forfeit up to \$200 for each calendar day, or portion of a day, for each worker paid less than the prevailing rates, whether the worker is employed by Contractor or a subcontractor.

GENERAL REQUIREMENTS

7-2.5 Payroll Records; Retention; Inspection; Noncompliance Penalties; Rules and Regulations

7-2.5A Payroll records

As required by Labor Code section 1776, each Contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the Project. These payroll records shall be certified and shall be available for inspection at all reasonable hours at the Contractor's principal office on the following basis:

A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

A certified copy of all employee payroll records shall be made available for inspection or furnished upon request to the City, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations. The Contractor and each subcontractor shall file a certified copy of the requested payroll records within ten days after receiving a written request.

7-2.5B Public inspection

A certified copy of all payroll records shall be made available upon request by the public for inspection or copies. However, a request by the public shall be made through the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided under subparagraph 1(b), above, the requesting party shall, before receiving the records, reimburse the costs of preparation by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal offices of the Contractor.

No disclosure of individuals. Any copy of records made available for inspection and copies furnished upon request to the public or any public agency by the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the contract or performing the contract shall not be marked or obliterated.

7-2.5C Location of records

The Contractor shall inform the City of the location of the payroll records including the street address, city and county, and shall, within five working days, provide a notice of change of location and address.

7-2.5D Notice and penalty for non-compliance

In the event of noncompliance with the requirements of this section 7-2.5, the Contractor shall have ten days in which to comply after receiving written notice specifying in what respects the Contractor must comply. If Contractor has not complied within the ten-day period, the Contractor shall, as a penalty to the City, forfeit \$100.00 for each calendar day, or portion of a day, for each worker, until strict compliance occurs. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Contractor is responsible for compliance with this section.

GENERAL REQUIREMENTS

7-2.5E Department of Industrial Relations Requirements

As required by Labor Code section 1725.5, the Contractor and subcontractors shall be registered with the Department of Industrial Relations. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner per Labor Code section 1771.4. The Department of Industrial Relations will monitor and enforce compliance with prevailing wage requirements.

7-2.6 Working Hours

The Contractor shall comply with the applicable provisions of Labor Code sections 1810 to 1815 relating to working hours. The Contractor shall, as a penalty of the City, forfeit \$25.00 for each worker employed on the Project by the Contractor or by any subcontractor for each calendar day during which the worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week, unless the worker receives compensation for the hours worked in excess of eight hours at not less than one and one-half times the basic rate of pay.

7-2.7 Workers' Compensation

In accordance with Labor Code section 1860, the Contractor's attention is directed to the requirement that (under Labor Code section 3700) every Contractor is required to secure the payment of compensation of his or her employees. In accordance with the Labor Code section 1861, each Contractor shall sign and file with the City the following certification before performing the Work: "I am aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for workers' 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."

7-3 (NOT USED)

7-4 CONTRACTOR'S LICENSING LAWS

Attention is directed to the provisions of the California Business and Professions Code concerning the licensing of Contractors. All Contractors shall be licensed in accordance with the laws of the State of California and any Contractor not so licensed is subject to the penalties imposed by those laws.

7-5 PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the lawful prosecution of the Work. On contracts let by the City, fees and charges required by City permit will be waived. A City of Alameda Business License from the City of Alameda, 2263 Santa Clara Avenue, Finance Department, Room 220, Alameda is required. See Section 14 Special Provisions.

7-6 USE OF EXPLOSIVES

Each person engaged in the activities of receiving, storing, using, handling or transporting any explosives must obtain a permit from the Contra Costa County Fire Prevention District; and all Work shall be governed by the Health and Safety Code and the California Fire Code, both as adopted by the City and the District.

GENERAL REQUIREMENTS

7-7 SAFETY NOTICES

The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

7-8 DISPOSAL OF MATERIAL OUTSIDE THE PROJECT LIMITS

The Contractor shall arrange for disposal of materials outside the Project limits. Contractor shall pay all costs involved.

When any material is to be disposed of outside the Project limits, the Contractor shall first obtain a written permit from the property owner on whose property the disposal is to be made and he shall file with the Engineer the permit or a certified copy of it together with a written release from the property owner absolving the City from responsibility in connection with the disposal of material on the property.

When material is disposed of, the Contractor shall conform to the requirements of the City Municipal Code regarding grading, hauling and filling of earth. Any permits so required shall be no-fee, but the Engineer may require a bond.

The Contractor shall comply with the City's Municipal Code Section 13-10: Alameda Green Building Standards.

The Contractor shall also comply with the City's waste management requirements as outlined in the following City Municipal Code Sections:

21-2.3(b) – Containers

Every person engaged in construction is hereby required to provide user disposal containers at each construction site for the deposit of solid waste, recyclable materials, and organic materials by the employees or workers engaged in such construction. The container shall be kept closed by a close-fitting cover except when in use. Every person who consumes food on the premises shall deposit all food scraps in an organic materials container provided at the site. Casting aside any unconsumed food scraps or solid waste on the premises or public rights-of-way is forbidden.

21-24: Waste Management Plans (For projects with a value over \$100,000.00)

Concrete, rock, brick, asphalt and other similar materials are highly recyclable, and must be source separated as much as possible on the project site and delivered to a processor as separate materials. The diversion requirement for concrete and asphalt is 95%. For all other construction and demolition debris the diversion requirement is 65% or, if higher, the minimum percent required by the California Green Building Standards Code. Contractors are encouraged to reuse or divert as much material as possible. Additionally, upon award of contract, the Contractor shall prepare and submit, as part of the Initial Project Submittal Package (outlined in Section 18), a Waste Management Plan via <http://alameda.wastetracking.com/>.

Proof of an approved Waste Management Plan must be provided to the City Engineer before construction starts and proof of meeting project diversion requirements must be provided before project completion. Noncompliant projects shall be assessed a fine and penalty in an amount annually established by the Public Works Director for each ton of material that was to be diverted as set forth in the Waste Management Plan, but was not demonstrated by Contractor to have been diverted.

Attachment C contains a suggested list of facilities that accept construction and demolition waste materials.

GENERAL REQUIREMENTS

7-9 CONTRACTOR'S RESPONSIBILITY FOR THE WORK AND MATERIALS

Until City's acceptance of the Work, the Contractor shall have the charge and care of all the Work and the related materials and equipment, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his subcontractors or sub-subcontractors. Contractor shall bear the risk of injury, loss, or damage to any part of them (regardless of whether partial payments have been made on such damaged portions of the Work) 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, losses, or damages to any portion of the Work or the materials occasioned by any cause before its completion and acceptance, and shall bear the expense, except for the injuries, losses or damage directly and proximately caused by the City's sole negligence or willful misconduct. (See also Sections 6-5 and 6-7; Civil Code section 2782(b).)

7-10 VEHICLE CODE

Vehicles and equipment traveling to and from the "limits of Work" or "job site" on a public way shall conform to the applicable provisions of the Vehicle Code.

7-11 WEIGHT LIMITATIONS

Unless expressly permitted elsewhere in the Contract Documents, construction equipment or vehicles shall not exceed the maximum weight and size limitations set forth in the California Vehicle Code and Alameda Municipal Code, unless approved by the Engineer in writing. The Contractor shall repair the facilities damaged by overloaded equipment or vehicles.

7-12 PATENTS

The Contractor assumes responsibilities 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, its officers, employees and agents, from all suits at law, or actions of any nature, for or on account of the use of any patented materials, equipment, devices or processes.

7-13 SAFETY PROVISIONS

The Contractor shall conform to the regulations pertaining to safety established by the California Division of Industrial Safety and the California and Federal Office of Safety and Health Administration. According to generally accepted construction practices, the Contractor will be solely and completely responsible for the conditions of the job site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to all employees on the Work and all other persons who may be affected by it. The duty of the City or its representatives to conduct construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on, or near the construction site. Contractor is solely responsible for the Implementation and maintenance of safety programs.

The Contractor shall insure that all scaffolding, staging, temporary floors, runways, and similar devices furnished by himself or his subcontractors be built and maintained to safely support required loads.

GENERAL REQUIREMENTS

The Contractor shall insure that all cranes, hoists, towers, and other lifting equipment necessary for the movement and erection of materials have operators trained and experienced in the equipment being used, and are properly equipped with guys, bracing and safety devices as required by applicable codes.

The Contractor shall comply with all applicable local safety codes and specifically the Occupational Safety and Health Act for the construction industry.

The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

The Contractor shall perform all Work in a fire-safe manner and supply and maintain adequate first aid and fire-fighting equipment capable of extinguishing incipient fires. It shall comply with applicable local and state fire prevention regulations and where the regulations do not cover, with applicable parts of the National Fire Prevention Standards for "Safeguarding Construction, Alteration and Demolition Operations," (NFPA No. 241).

7-14 INDEMNIFICATION

Contractor shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Contractor's performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole negligence, active negligence or willful misconduct of the City. (Civil Code section 2782.) Contractor also shall require all subcontractors to indemnify City as provided in this section.

- "City" means the City, its officials, officers, agents, employees and volunteers;
- "Contractor" means the Contractor, its employees, agents and subcontractors;
- "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses) and any allegations of these. Claims includes but is not limited to: personal injury, bodily injury, emotional injury, sickness or death; penalties imposed; infringement of patents, copyrights or trademark rights; stop notices or bond claims; insurance claims; violation or infraction;
- "Arising out of" includes "pertaining to" and "relating to"; and
- "Defend" means defend claims at Contractor's cost, pay and satisfy any judgment arising from a claim, reimburse the City for legal expenses incurred.

The provisions of this section survive completion of the services or the termination of this contract, and are not limited by the provisions of Special Provisions section 2 relating to insurance.

7-15 PUBLIC CONVENIENCE AND SAFETY

7-15.1 General

The Contractor shall so conduct his operations as to offer the least possible obstruction and inconvenience to the public and he shall have under construction no greater length or amount of Work than he can prosecute properly with due regard for the rights of the public.

7-15.2 Traffic; Work In or Upon Streets

NOT USED

GENERAL REQUIREMENTS

7-15.2A Signals; signs

NOT USED

7-15.2B Removing spillage

Contractor, at his expense, shall immediately remove spillage resulting from hauling operations along or across any public traveled way.

7-15.2C Excavation and embankments

NOT USED

7-15.2D Contractor's equipment

NOT USED

7-15.2E Completed portions

Whenever a portion of the Project has been completed, the Contractor shall open it to use by the public if the Engineer so orders, or may open it to use by the public if the Engineer so consents. In either case the Contractor will not be allowed any compensation due to any delay, damage or inconvenience to his operations caused by the public use but will be relieved of responsibility for damage or wear and tear to the completed Work. The Contractor will not be relieved of any other responsibility under the contract nor will he be relieved of cleanup and finishing operations.

7-15.3 Adjacent Property

Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners. Contractor shall maintain convenient access to driveways, houses, and buildings along the line of and adjacent to the Work, and temporary approaches to crossings or intersecting highways. When the abutting property owner's access across the right of way line is to be eliminated, or to be replaced under the Contract by other access facilities, the existing access shall not be closed until the replacement access facilities are usable.

The Contractor shall exercise precautions necessary to protect all buildings, landscaping and other construction on adjacent buildings, property and construction, on account of operations under this Contract, and restore to pre-construction conditions to the satisfaction of the Engineer.

The Contractor shall give reasonable notice to occupants or owners of adjacent property to permit them to salvage or relocate plants, trees, fences, sprinklers and other improvements within the right of way which are designated for removal and would be destroyed because of the Work.

7-15.4 Storage of Material and Equipment

No material or equipment shall be stored where it will interfere with the free and safe passage of the public. At the end of each day's work, and at other times when construction operations are suspended for any reason, the Contractor shall remove the equipment and other obstructions from that portion of the roadway open for public use.

7-16 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS

The Contractor is responsible for the protection of public and private property adjacent to the Work and shall exercise due caution to avoid damage to that property.

The Contractor shall repair or replace all existing improvements within the right of way which are not designated for removal (e.g., curbs, sidewalks, survey points, fences, walls, signs, utility installations, pavements, structures, etc.) which are damaged or removed as a result of his

GENERAL REQUIREMENTS

operations. When a portion of a sprinkler system within the right-of-way must be removed, the Contractor shall cap the remaining lines. Repairs and replacements shall be at least equal to existing improvements and shall match them in finish and dimension.

Trees, lawns, and shrubbery that are not to be removed shall be protected from damage or injury. If damaged or removed because of the Contractor's operations, they shall be restored or replaced in as nearly the original condition and location as is reasonably possible. Lawns shall be re-seeded and covered with suitable mulch.

7-17 ACCEPTANCE OF CONTRACT

When the City Engineer has made the final inspection and determines that the Contract has been completed in all respects in accordance with the Contract Documents, the Engineer will recommend that the City Council formally accept the contract. Immediately upon recording the acceptance, the Contractor will be relieved of the duty of maintaining and protecting the Work as a whole, and he will not be required to perform any further Work; and the Contractor will be relieved of his responsibility for injury to persons or property or damage to the Work, except as provided in the Contract Documents pertaining to the warranty period.

7-18 PAYMENT OF TAXES

The contract prices paid for the Work includes full compensation for all taxes which the Contractor is required to pay, whether imposed by Federal, State or local government, including, without being limited to, Federal excise tax. The City will not furnish any tax exemption certificate or any document designed to exempt the Contractor from payment of any tax (on labor, services, materials, transportation, or any other items).

7-19 SUBCONTRACTORS AND SUPPLIERS

Upon Engineer's request, Contractor shall provide unpriced copies of subcontracts and purchase orders.

7-20 LIMITATION OF DESIGN PROFESSIONAL'S RESPONSIBILITY

The Architect/Engineer is not 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.

7-21 PROJECT STABILIZATION AGREEMENT

NOT USED

SPECIAL PROVISIONS

D. SPECIAL PROVISIONS

SPECIAL PROVISIONS

1 GENERAL

1-1 LOCATION

The Work is located at Harrington Field, 3400 Oleander Avenue in the City of Alameda.

1-2 DESCRIPTION OF WORK

The Work includes, but is not limited to:

- Selective salvage, demolition and removal of fire-damage materials, structure, and appurtenances.
- Cleaning of smoke/soot residue from surfaces and restoration of salvaged materials.
- Replace removed materials, structure, and appurtenances with new or restored salvaged materials.
- Painting
- Miscellaneous plumbing and electrical repairs

1-3 SPECIFICATIONS

The Work shall comply in all aspects with the latest edition of the:

- City of Alameda Building Code and Fire Code
- Current California Building Standards Codes and Fire Codes
- Standard Plans of the City of Alameda

1-4 PROPOSAL REQUIREMENTS

Proposal requirements, conditions and bid procedures shall be as set forth in the Bid Documents, Section 3, "Proposal Requirements, Conditions and Bid Procedures," except as modified in these Special Provisions.

SPECIAL PROVISIONS

2 INSURANCE REQUIREMENTS FOR CONTRACTORS

On or before the commencement of the work, 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 minimum insurance coverage below.

Such certificates, which do not limit Contractor's indemnification, shall also contain substantially the following statement: “Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days advance written notice to the City of Alameda, Attention: Risk Manager.”

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 licensed to offer insurance business in the State of California with a current A.M. Best’s rating of no less than A:VII or Standard & Poor’s Rating (if rated) of at least BBB unless otherwise acceptable to the City.

Endorsements naming the City, its City Council, boards, commissions, officials, employees, agents and volunteers as additional insured shall be submitted with the insurance certificates.

2-1 MINIMUM SCOPE AND EXTENT OF INSURANCE

Contractor shall maintain insurance coverage and limits at least as broad as:

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 per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent to the required minimum limits shown above. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

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

SPECIAL PROVISIONS

or

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

Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

4. Pollution Prevention:

Legal liability required for hazardous materials excavation in the amount of \$2,000,000 each occurrence. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(5) Builders Risk:

Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

The coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of the coverage carried by or available to the Contractor; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the City.

2-2 SUBROGATION WAIVER

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

2-3 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 Contractor's name or as an agent of Contractor and shall be compensated by 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.

2-4 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. The additional insured coverage under the Contractor's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance.

SPECIAL PROVISIONS

2-5 SUFFICIENCY OF INSURANCE

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

SPECIAL PROVISIONS

3 LEGAL RELATIONSHIPS AND RESPONSIBILITY

(See Also General Requirements, Section 7)

3-1 CONTRACTORS LICENSING LAWS

The following paragraph shall be considered to be added to the City of Alameda General Requirements Section 7-4, Contractor's Licensing Laws:

In accordance with California Business and Professional Code, the City has determined that the Contractor shall possess a valid:

Class [B] Building Contractor license at the time that the contract is awarded.

Failure to possess the specified license shall render the bid as not responsible and shall act as a bar to award of the contract.

3-2 CONCURRENT ACTIVITIES

The City reserves the right to perform Work related to the Project with its 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. A separate overlay operation may be underway on streets immediately adjacent to this Work. The Contractor shall make accommodations necessary to coordinate the Work with a minimum of conflict.

SPECIAL PROVISIONS

4 PROSECUTION AND PROGRESS OF WORK

(See also General Requirements Section 5.)

4-1 TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall commence the Work within five working days after receiving Notice to Proceed and shall diligently pursue the Work to completion within the number of working days specified in Special Provisions Section 6-1 plus any authorized time extensions. The working days shall start accruing the day the Contractor commences the Work but not later than five working days after he received the Notice to Proceed.

The Contractor shall forfeit to the City of Alameda \$100.00 for each calendar day that Work remains uncompleted in excess of the time specified for completion of the Project.

If for any reason the Contractor does not utilize a working day to pursue the Work in this contract, the Contractor shall seek the approval of the Engineer before recommencement of the Work.

5 MEASUREMENT AND PAYMENT

5-1 MOBILIZATION / DEMOBILIZATION (BID ITEM #1)

5-1.1 Measurement

“**MOBILIZATION/DEMOBILIZATION**” will be a lump sum (LS) contract price and shall be considered full compensation for labor, materials, tools, equipment, and doing all the work herein specified as designated in the bid schedule.

5-1.2 Payment

“**MOBILIZATION/DEMOBILIZATION**” The contract unit price paid per lump sum (LS) for the bid item entitled “**Mobilization/Demobilization**” shall include full compensation and no additional compensation will be allowed therefore.

Partial payments will be made under California PCC section 10264.

Mobilization shall conform to the provisions in Section 11, “Mobilization” of the Technical Requirements and the following items.

- a. Installing temporary construction water supply, power, wiring, and lighting facilities as required.
- b. Providing field office trailers and restrooms if needed by the Contractor.
- c. Installing fencing, gates, security measures, temporary utility services and lighting facilities if needed by the Contractor at the City provided construction yard location.
- d. Providing all on-site communication facilities, including telephones, and radio pagers.
- e. Preparation of Waste Management Plan
- f. Preparation of project schedule.
- g. Having all OSHA required notices and establishment of safety programs.
- h. Beginning work on the project or at the subject site as applicable.

Demobilization shall include the following items.

- 1) Moving off from the site of all Contractors equipment that was required for operations.
- 2) Removal of all Contractor facilities installed at the City-provided construction yard.
- 3) Removal of all temporary facilities and equipment.
- 4) Final cleanup and site restoration.

5-2 STORMWATER POLLUTION PREVENTION PLAN (SWPPP) PREPARATION (BID ITEM #2)

NOT USED

SPECIAL PROVISIONS

**5-3 EROSION CONTROL INSTALLATION & ON-GOING SWPPP COMPLIANCE
(BID ITEM #3)**

NOT USED

SPECIAL PROVISIONS

6 CONTRACT TIME AND PERMITTED WORKING HOURS

(See also General Requirements Section 5.)

6-1 DAYS

From the beginning of the Work, the Contractor shall not exceed forty-five (45) 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. (See General Requirements Sections 5.5 and 6-7.3 regarding Delays, and Section 6-6 regarding Acceptance of the Work.)

No Work is allowed on legal holidays.

6-1.1 Holidays

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

6-1.2 Closure Days

Not used

6-1.3 Holiday Moratorium

Not used

6-2 HOURS

Working hours and days shall be as follows: 7:00 A.M. to 5:00 P.M. Monday through Friday.

6-3 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.

7 PROJECT CLOSEOUT – SCOPE

(See also General Requirements Section 5-6.)

7-1 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 perform 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.

7-2 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:

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

The Engineer will perform 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.

7-3 CLOSEOUT SUBMITTALS

Contractor's closeout submittals include:

1. Project record documents;
2. Warranties and bonds;
3. Evidence of payment, release of liens and final wage certificates; and
4. Certificate of insurance for products and completed operations.
5. When required - Final Waste Management Report via <http://alameda.wastetracking.com/>, including all weight tickets/receipts.

SPECIAL PROVISIONS

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

8 PROJECT MEETINGS

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.

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.

SPECIAL PROVISIONS

9 STORM WATER AND POLLUTION PREVENTION

NOT USED

10 CONSTRUCTION WASTE MANAGEMENT

10-1 SUMMARY

Section specifies diversion of construction debris from landfill.

10-2 SYSTEM DESCRIPTION

Performance Requirements for all projects with a value of over \$100,000.00:

- a. Divert a minimum of 65% of construction and demolition waste from landfill and 95% of all concrete and asphalt.
- b. Submit a Waste and Management Plan for approval prior to generating waste
- c. Provide containers at each construction site for the deposit of solid waste, recyclable materials, and organic materials by the employees or workers engaged in such construction.

Performance requirements for all projects with a value of less than \$100,000.00:

- a. All debris bins for waste that are used on the project site shall be provided and transported by a City-permitted construction and demolition debris (C&D) hauler (Alameda County Industries).
- b. The Contractor may self-haul construction and demolition waste. Waste must be hauled in fixed-body truck that belongs to the Contractor. Trailers may not be used.

10-3 QUALITY ASSURANCE

The Contractor shall comply with City's Municipal Code Section 13-10: Alameda Green Building Standards and Section 21-24: Waste Management Plans.

When required, the Contractor shall obtain approval of the Waste Management Plan from the City Environmental Services Division before beginning on-site mobilization.

A list of Processors by Material is included as Attachment C.

10-4 SITE MANAGEMENT PLAN

NOT USED

10-5 WASTE MANAGEMENT PLAN (WMP)

For all projects with a value over \$100,000.00, the Contractor shall submit, as part of the Initial Project Submittal Package (outlined in Section 18) and prior to construction begins, a waste management plan for review and approval demonstrating how the project will achieve the City of Alameda's diversion requirements for construction waste. Projects deemed noncompliant shall be subject to fines and penalties.

The waste management plan can be completed by creating an account and submitting a plan via <http://alameda.wastetracking.com> (Green Halo Systems). The waste management plan shall include:

- c. The estimated volume or weight of C&D debris, by materials type, to be generated;
- d. The maximum volume or weight of such materials that can feasibly be diverted via reuse or recycling;

SPECIAL PROVISIONS

- e. The vendor or facility that the C&D Applicant proposes to use to collect or receive that material; and
- f. The estimated volume or weight of C&D materials that will be sent to a disposal site.

Once submitted, the City Environmental Services Division will review and approve if the conditions have been met and the waste management plan demonstrates how the project intends to achieve a 95% recycling rate for asphalt and concrete and 65% for all other construction and demolition debris.

11 INTEGRATED PEST MANAGEMENT POLICY

11-1 GENERAL

The Contractor shall follow the requirements of the City's Integrated Pest Management (IPM) Policy (Attachment D) to ensure the City complies 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.

11-2 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:

SPECIAL PROVISIONS

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.

11-3 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).

11-4 POSTING OF WARNING NOTICES PRIOR TO PESTICIDE APPLICATION

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.

11-5 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

SPECIAL PROVISIONS

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.

11-6 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.

SPECIAL PROVISIONS

17. Irrigate slowly to prevent runoff, and do not over-water.

SPECIAL PROVISIONS

12 LINES AND GRADES

NOT USED

SPECIAL PROVISIONS

13 CONCURRENT ACTIVITIES

The City reserves the right to perform Work related to the Project with its 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, the Contractor shall make such claim as provided elsewhere in the Contract Documents.

SPECIAL PROVISIONS

14 SIGNS AND NOTICES

14-1 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.

14-2 NO PARKING SIGNS

All “No Parking” signs shall be provided by the City of Alameda at cost of sign to the Contractor. Contractor shall be responsible for posting “No Parking-Tow Away” signs seventy-two (72) hours prior to commencement of construction. 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 AM-5:00 PM.

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.

Signs shall be posted only when work is being performed by the Contractor at the posted locations. No Parking signs shall display a date range no longer than 2 weeks at any given time. A revision in date range requires re-posting.

Contractor shall maintain all “No Parking” signs throughout the entire duration of work.

14-3 PUBLIC NOTIFICATION

14-3.1 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.

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

- General information
- Building/facility closures and partial closures
- 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

14-3.2 Notifications to Residents

NOT USED

14-4 UTILITY/PUBLIC SERVICE NOTIFICATION

NOT USED

SPECIAL PROVISIONS

15 LICENSE, FEES, AND PERMITS

(See also General Requirements, Section 7-4, 7-5.)

15-1 CITY PLAN CHECK AND BUILDING PERMIT FEES

The City will pay plan check fees and building permit fees required for operations under this Contract. The contractor is responsible for procuring all permits

15-2 CITY BUSINESS LICENSE

Contractor must obtain and pay for a City of Alameda business license. A copy of the business license shall be submitted to Engineer for verification.

15-3 INSPECTIONS

Contractor shall arrange for and be present at all inspections.

SPECIAL PROVISIONS

16 DUST CONTROL

NOT USED

SPECIAL PROVISIONS

17 TEMPORARY FACILITIES

17-1 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.

17-2 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.

17-3 UTILITIES

17-3.1 Water

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

17-3.2 Electricity

Arrange for electrical power 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.

18 SUBMITTALS

18-1 INITIAL PROJECT SUBMITTAL PACKAGE

The Contractor shall submit the Initial Project Submittal Package to the City Engineer for review prior to the pre-construction meeting. The Initial Project Submittal Package shall address the entire project, and shall include, but is not limited to, the Waste Management Plan (when applicable), and the full project schedule. Contractor shall not commence work in the field until Engineer has approved the Initial Project Submittal Package.

18-2 THREE WEEK LOOK AHEAD SCHEDULE

When requested by the Engineer, the Contractor shall submit a three week look-ahead work schedule every Monday and upon the issuance of any change order that alters the contract's schedule. Engineer shall have ten (10) working days to respond to the updated work schedule, and Contractor shall abide by most recently approved schedule until a new one has been approved in writing by the Engineer.

18-3 TRAFFIC CONTROL PLANS

NOT USED

18-4 MATERIAL SUBMITTALS

The Contractor shall provide all material submittals to the Engineer for his review through the web-based project document platform OR other method agreed to be the Engineer. 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.

18-5 SHOP DRAWINGS

Shop and erection drawing submittals, where required, shall be furnished to the Engineer through the web-based project document platform OR other method agreed to be the Engineer, as specified in each material specification section of the project specifications. The Engineer will review all shop drawing 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.

18-6 CLOSEOUT SUBMITTALS

See Special Provisions Section 7-3.

18-7 RECORD DOCUMENTS

See Special Provisions Section 21

SPECIAL PROVISIONS

19 ASSIGNMENT

19-1 GENERAL

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.

20 UTILITIES

20-1 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.

20-2 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.

The Contractor 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.

The Contractor 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. The Contractor must perform utility location far enough in advance of the Work to provide the written notification.

The Contractor's 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.

20-3 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.

SPECIAL PROVISIONS

20-4 RELOCATION

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

21 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 but are not limited to:

- 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 two full sized hard copy sets of marked up plans to the City at the end of the Work, before final payment is made.

SPECIAL PROVISIONS

22 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.

TECHNICAL SPECIFICATIONS



Figure 1 Harrington Restroom Exterior

General view of men's restroom exterior
(Bid Item #1)



Figure 2 Harrington Utility Closet Door

1. Scope – Exterior (Bid Item #1)

- 1.1. Replace Metal Door
- 1.2. Door and frame to be replaced in-kind
- 1.3. City to provide details of lock hardware
- 1.4. Paint to match existing



Figure 3 Harrington Utility Closet 1

2. Scope – Utility Closet (Bid Item #1)

- 2.1. Utility Closet Repairs – Men’s Bathroom Side
- 2.2. Remove all fire damaged fixtures, hardware, and equipment.
- 2.3. Clean all walls, ceilings, and surfaces to remove dirt and fire/smoke damage.
- 2.4. Remove and replace damaged steel wall panels (assume two full panels and two filler panels between wall and ceiling). Replacement panels to match existing construction. Record drawings indicate the restroom structure was manufactured by Super Secur Mfg. Co which appears to be a division of Acorn Engineering. Contractor can choose to:
 - 2.4.1. Source replacement panels from the original manufacture that match existing panels. Contractor shall submit product information/shop drawings demonstrating that the replacement panels are equivalent to existing panels.
 - 2.4.2. Manufacture replacement panels. If replacement panels are manufactured, they shall match existing panel dimension, and shape, and material (18 gauge galvanized steel). Contractor shall submit shop drawings for replacement panels demonstrating that new panels will meet or exceed specifications and quality of existing panels.
 - 2.4.3. Repair existing panels. Contractor shall submit a work plan detailing repair methods (straightening, patching, or other) that demonstrates repair work will bring panel condition back to original new construction or better.
- 2.5. Paint all walls and ceiling to match existing color



Figure 4 Harrington Utility Closet 2



Figure 5 Harrington Utility Closet Ceiling 2



Figure 6 Harrington Utility Closet Ceiling 1



Figure 7 Harrington Utility Closet Plumbing 1



Figure 8 Harrington Utility Closet Plumbing 2



Figure 9 Harrington Utility Closet Plumbing 3



Figure 10 Harrington Men's Restroom Interior General View

General view of men's restroom exterior
(Bid Item #1)



Figure 11 Harrington Men's Stall 1

3. Scope – Men's Restroom (Bid Item #1)

- 3.1. Remove all fire damaged fittings and fixtures including stall partition and doors.
- 3.2. Salvage and clean fixtures when possible (assume toilet, grab bars, and toilet paper dispenser are salvageable).
- 3.3. Clean all walls, ceilings, and surfaces to remove dirt and soot from fire.
- 3.4. Paint all new and cleaned/salvaged surfaces to match existing
- 3.5. Install new partitions and doors (product to match existing or similar, as approved by the City Project Manager).
- 3.6. Install fixtures (grab bars, toilet, toilet seat, toilet paper dispenser) with salvaged fixtures or new where required.

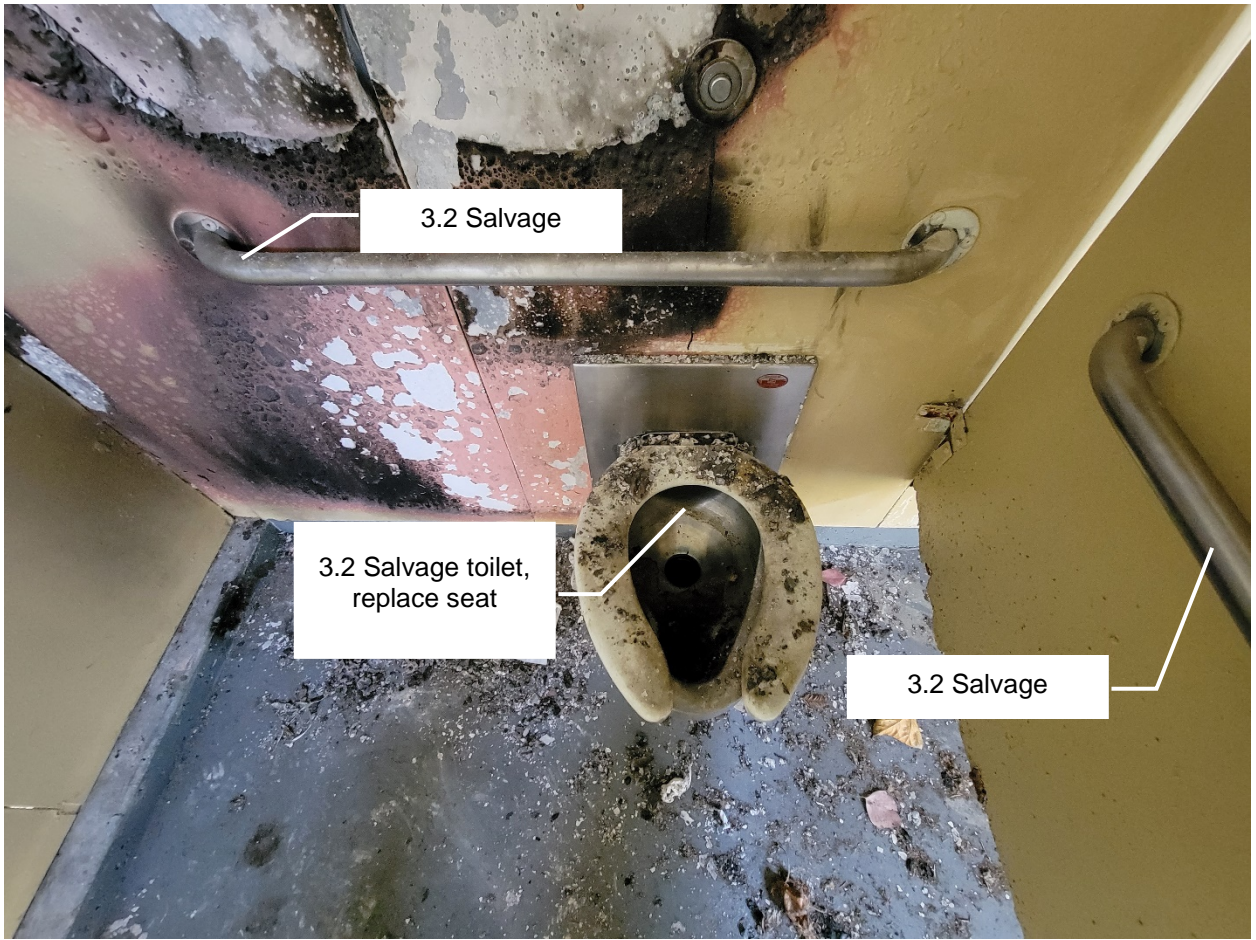


Figure 12 Harrington Men's Stall 2



Figure 13 Harrington Men's Stall 3



Figure 14 Harrington Men's Stall 4



Figure 15 Harrington Men's Restroom Ceiling 1



Figure 16 Harrington Men's Stall Partition



Figure 17 Harrington Men's Restroom Ceiling 2



Figure 18 Harrington Women's Restroom Exterior

General view of women's restroom exterior
(Alternate Bid Item# 1)



Figure 19 Harrington Women's Restroom Ceiling

4. Scope – Women's Restroom (Alternate Bid Item# 1)

- 4.1. Clean divider wall and, ceilings, to remove dirt and fire/smoke damage.
- 4.2. Paint ceiling and divider wall to match existing



Figure 20 Harrington Women's Stall

5. Alternate Scope – Women's Restroom Stall (Alternate Bid Item# 1)

- 5.1. Remove and salvage existing fixtures (grab bars, toilet/seat, toilet paper dispenser)
- 5.2. Remove existing stall partition and doors for both stalls.
- 5.3. Install new partitions and doors for both stalls (product to match existing or similar, as approved by the City Project Manager)
- 5.4. Install salvaged fixtures (grab bars, toilet/seat, toilet paper dispenser)



Figure 21 Harrington Women's Restroom General View

ATTACHMENTS

3400 OLEANDER AVE.

PERMIT NO: BP90-0341

1 of 2

DOC HARRINGTON FIELD

ALAMEDA, CALIFORNIA

CITY OF ALAMEDA
 Planning Department
 Approved
 Approved W/Conditions
 Disapproved
 By: *[Signature]*
 Date: 20 July 90

CONSTRUCTION DRAWINGS

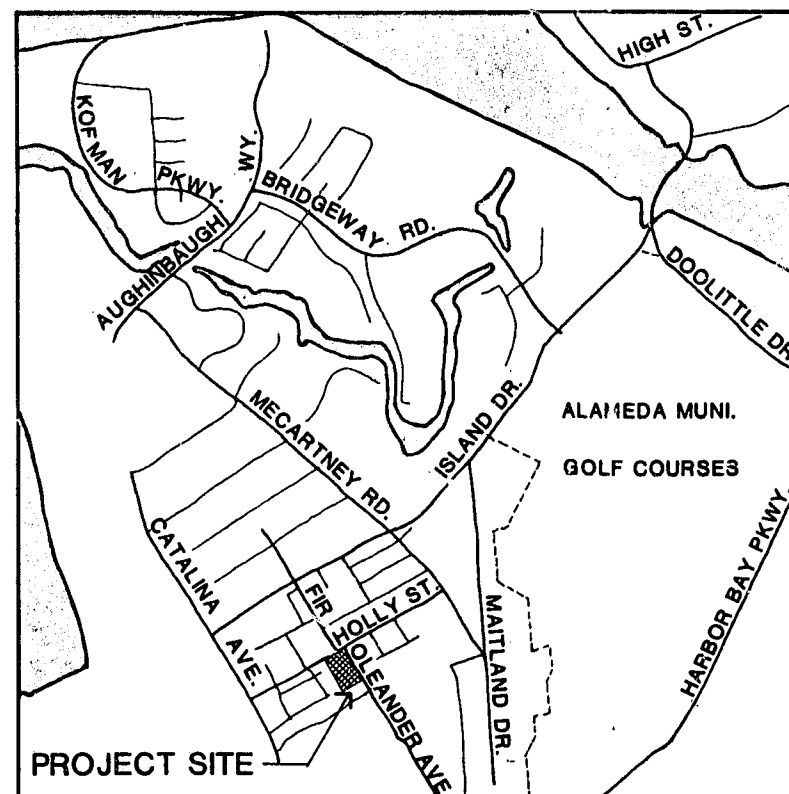
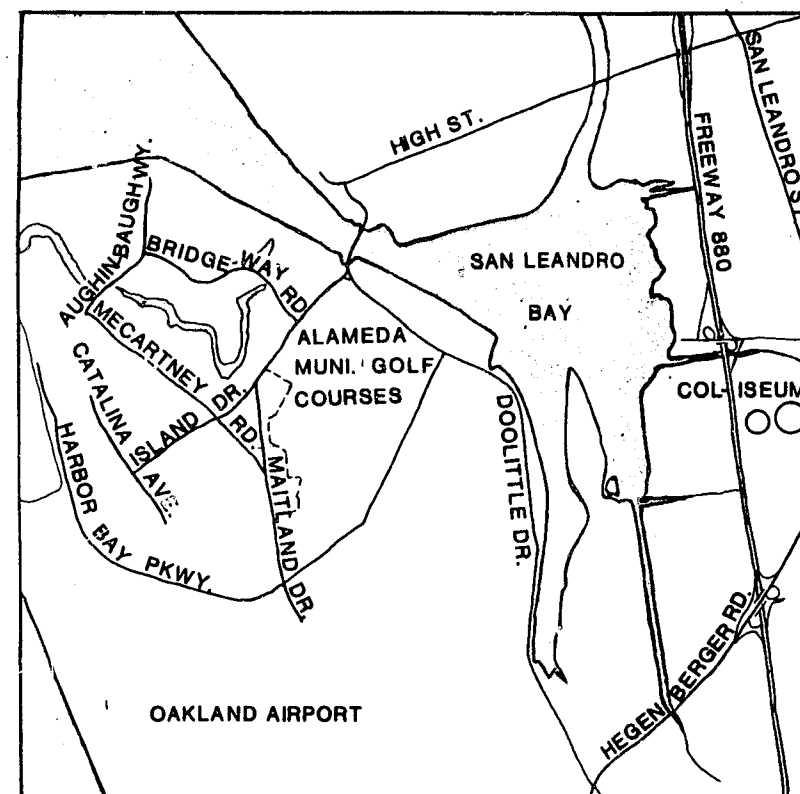
PROJECT APPROVAL:

SCOTT CATLETT,
 DIRECTOR OF PARKS AND RECREATION

ALL WORK MUST BE INSPECTED
 BY THE PLUMBING/MECHANICAL DIVISION.
 Call 748-4563 8:30 AM to 10:00 AM
 24 Hours in Advance

APPROVED JOB PLAN
 CITY OF ALAMEDA
 BUILDING & INSPECTIONS DEPT.
 Building Inspector: *[Signature]*
 Date: 7-31-90

LOCATION MAPS



INDEX OF SHEETS

- LAYOUT PLAN L-1
- UTILITIES, GRADING & DRAINAGE L-2
- IRRIGATION PLAN L-3
- PLANTING PLAN L-4
- PLAY EQUIPMENT AREA L-5
- IRRIGATION DETAILS L-6
- PLANTING & PAVING DETAILS L-7
- ARCHITECTURAL A-1 A-2 A-3 A-4

PLUMBING & MECHANICAL PLANS
 APPROVED
 DATE: 7-31-90
 BY: *[Signature]*
 Donato J. Rodriguez
 Sr. Plbg. & Mech. Insp.

ALAMEDA FIRE DEPARTMENT
 APPROVED NOT APPROVED
 DATE 7-31-90 BY: *[Signature]*



Office Copy

CITY OF ALAMEDA
 APPROVED FOR ISSUE
 DATE: 8/14/90
 CENTRAL PERMIT OFFICE

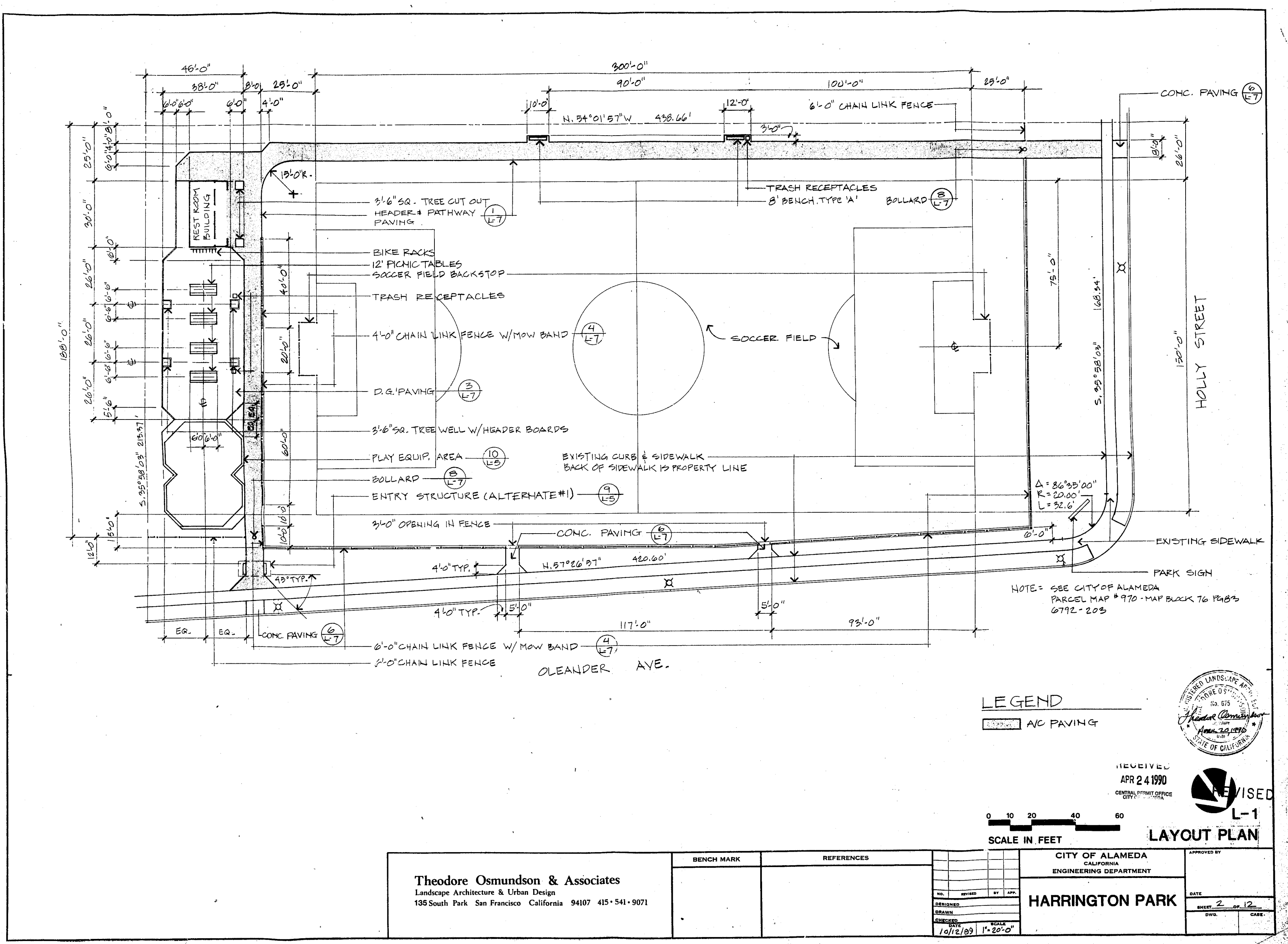
COVER SHEET - SHEET INDEX

RECEIVED
 APR 24 1990
 CENTRAL PERMIT OFFICE
 CITY OF ALAMEDA

G. BELL ASSOCIATES, INC. IRRIGATION CONSULTANTS P.O. BOX 1205 SAN BRUNO, CA. 94066 (415) 589-1656	Theodore Osmundson & Associates Landscape Architecture & Urban Design 135 South Park San Francisco California 94107 415-541-9071	BENCH MARK	REFERENCES	CITY OF ALAMEDA CALIFORNIA ENGINEERING DEPARTMENT HARRINGTON PARK	APPROVED BY CITY ENGINEER RES. C. E. NO. DATE SHEET 1 OF 12 D.W. CASE
		DESIGNED	DRAWN	SCALE	



24X



NOTE = SEE CITY OF ALAMEDA
 PARCEL MAP # 970 - MAP BLOCK 76 PAGES
 6792 - 203

LEGEND

AC PAVING



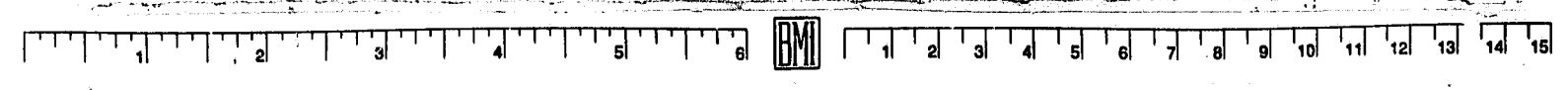
RECEIVED
 APR 24 1990
 CENTRAL PERMIT OFFICE
 CITY OF ALAMEDA



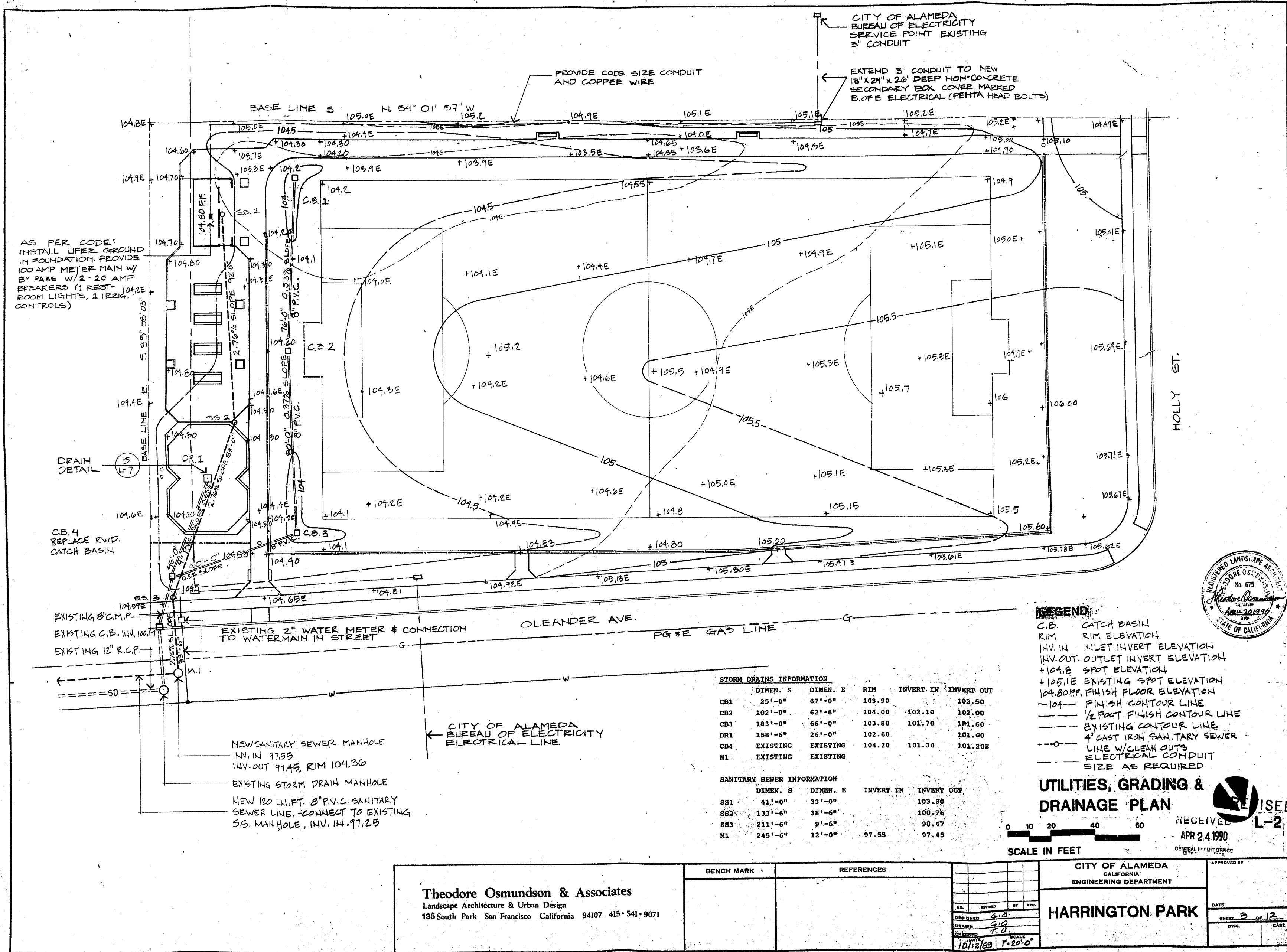
SCALE IN FEET
 0 10 20 40 60

LAYOUT PLAN

Theodore Osmundson & Associates Landscape Architecture & Urban Design 135 South Park San Francisco California 94107 415-541-9071	BENCH MARK	REFERENCES	CITY OF ALAMEDA CALIFORNIA ENGINEERING DEPARTMENT HARRINGTON PARK	APPROVED BY
			DESIGNED BY DRAWN BY CHECKED BY DATE 10/12/89 SCALE 1" = 20'-0"	DATE SHEET 2 OF 12 DWG. CASE



24 X



AS PER CODE:
INSTALL LIFE LINE GROUND
IN FOUNDATION. PROVIDE
100 AMP METER MAIN W/
BY PASS W/ 2-20 AMP
BREAKERS (2 REST-
ROOM LIGHTS, 1 IRRIG.
CONTROLS)

DRAIN
DETAIL
(S)
(L7)

CB.4
REPLACE RWD.
CATCH BASIN

EXISTING 8" C.M.P.
EXISTING C.B. INV. 101.17
EXISTING 12" R.C.P.
EXISTING 2" WATER METER & CONNECTION
TO WATERMAIN IN STREET

NEWSANITARY SEWER MANHOLE
INV. IN 97.55
INV. OUT 97.45, RIM 104.30
EXISTING STORM DRAIN MANHOLE
NEW 120 LI. FT. 8" P.V.C. SANITARY
SEWER LINE. -CONNECT TO EXISTING
S.S. MANHOLE, INV. 14.97.25

CITY OF ALAMEDA
BUREAU OF ELECTRICITY
ELECTRICAL LINE

PROVIDE CODE SIZE CONDUIT
AND COPPER WIRE

CITY OF ALAMEDA
BUREAU OF ELECTRICITY
SERVICE POINT EXISTING
3" CONDUIT

EXTEND 3" CONDUIT TO NEW
18" X 24" X 26" DEEP NON-CONCRETE
SECONDARY BOX COVER MARKED
B.O.F.E ELECTRICAL (PENTA HEAD BOLTS)

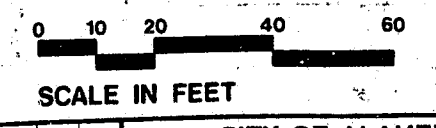
LEGEND:

- C.B. CATCH BASIN
- RIM RIM ELEVATION
- INV. IN INLET INVERT ELEVATION
- INV. OUT. OUTLET INVERT ELEVATION
- +104.8 SPOT ELEVATION
- +105.1E EXISTING SPOT ELEVATION
- 104.80 FF. FINISH FLOOR ELEVATION
- 104- FINISH CONTOUR LINE
- 1/2 FOOT FINISH CONTOUR LINE
- EXISTING CONTOUR LINE
- 4" CAST IRON SANITARY SEWER
- LINE W/CLEAN OUTS
- ELECTRICAL CONDUIT
- SIZE AS REQUIRED

STORM DRAINS INFORMATION				
	DIMEN. S	DIMEN. E	RIM	INVERT IN INVERT OUT
CB1	25'-0"	67'-0"	103.90	102.50
CB2	102'-0"	62'-6"	104.00	102.10 102.00
CB3	183'-0"	66'-0"	103.80	101.70 101.60
DR1	158'-6"	26'-0"	102.60	101.40
CB4	EXISTING	EXISTING	104.20	101.30 101.20E
M1	EXISTING	EXISTING		

SANITARY SEWER INFORMATION			
	DIMEN. S	DIMEN. E	INVERT IN INVERT OUT
SS1	41'-0"	33'-0"	103.30
SS2	133'-6"	38'-6"	100.76
SS3	211'-6"	9'-6"	98.47
M1	245'-6"	12'-0"	97.55 97.45

UTILITIES, GRADING & DRAINAGE PLAN

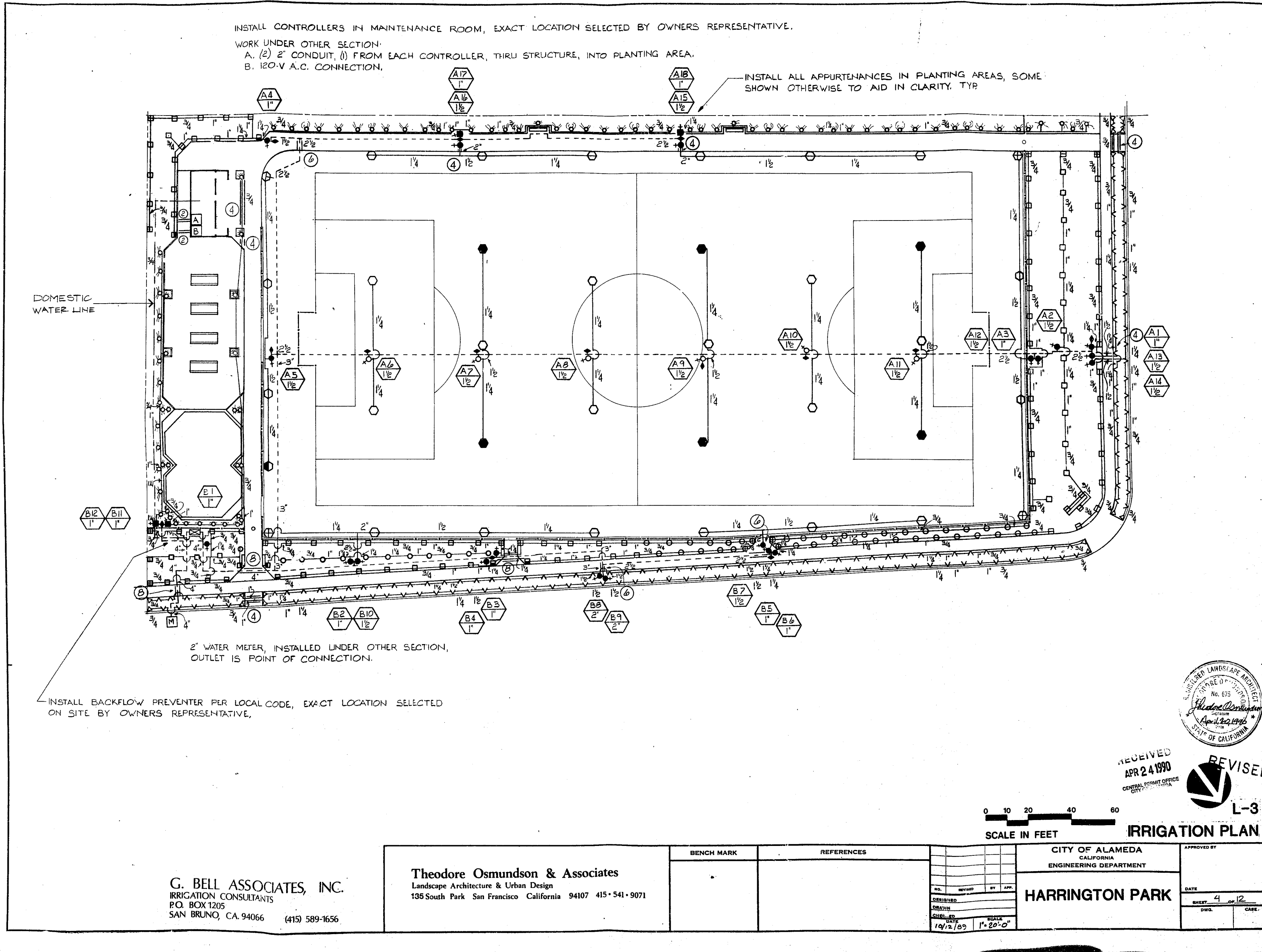


RECEIVED
APR 24 1990
L-2

Theodore Osmondson & Associates Landscape Architecture & Urban Design 135 South Park San Francisco California 94107 415-541-9071	BENCH MARK	REFERENCES	CITY OF ALAMEDA CALIFORNIA ENGINEERING DEPARTMENT HARRINGTON PARK	APPROVED BY
				DATE
			DESIGNED G.O. DRAWN G.O. CHECKED F.O. DATE 10/12/89 SCALE 1"=20'-0"	SHEET 3 OF 12 DWG. CASE



24 X



G. BELL ASSOCIATES, INC.
 IRRIGATION CONSULTANTS
 P.O. BOX 1205
 SAN BRUNO, CA. 94066 (415) 589-1656

Theodore Osmundson & Associates
 Landscape Architecture & Urban Design
 135 South Park San Francisco California 94107 415-541-9071

BENCH MARK	REFERENCES

NO.	REVISION	BY	APP.

CITY OF ALAMEDA
 CALIFORNIA
 ENGINEERING DEPARTMENT
HARRINGTON PARK

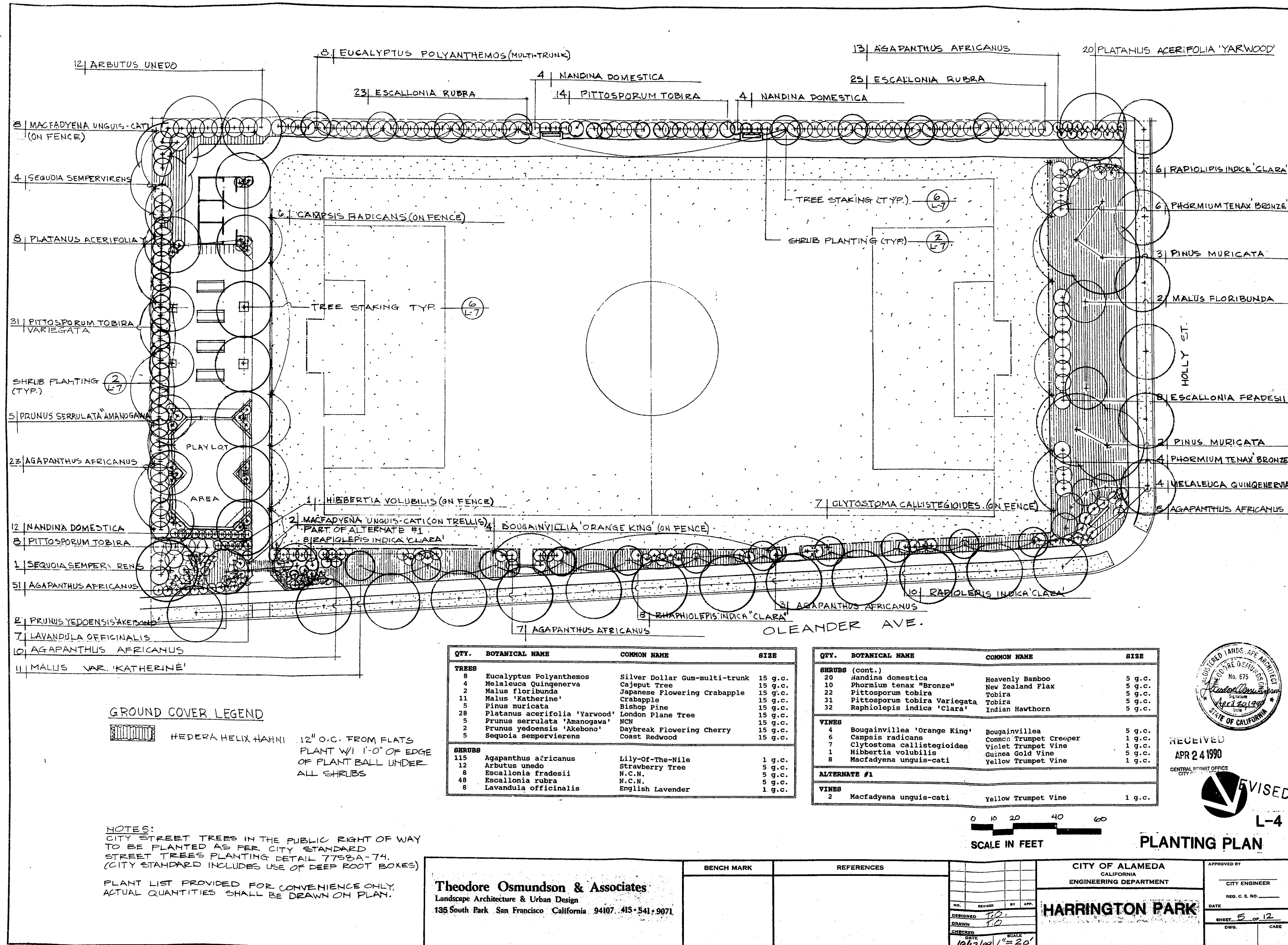
DATE	APPROVED BY



RECEIVED
 APR 24 1990
 GENERAL PERMIT OFFICE
 CITY OF ALAMEDA



24 X



12 ARBUTUS UNEDO
 8 MACFADYENA UNGUIS-CATI (ON FENCE)
 4 SEQUOIA SEMPERVIRENS
 8 PLATANUS ACERIFOLIA 'YARWOOD'
 31 PITTOSPORUM TOBIRA VARIEGATA
 SHRUB PLANTING (TYP.) (2)
 5 PRUNUS SERRULATA 'AMANOGAWA'
 28 AGAPANTHUS AFRICANUS
 12 NANDINA DOMESTICA
 8 PITTOSPORUM TOBIRA
 1 SEQUOIA SEMPERVIRENS
 51 AGAPANTHUS AFRICANUS
 2 PRUNUS YEDOENSIS 'AKEBONO'
 7 LAVANDULA OFFICINALIS
 10 AGAPANTHUS AFRICANUS
 11 MALUS VAR. 'KATHERINE'

8 EUCALYPTUS POLYANTHEMOS (MULTI-TRUNK)
 23 ESCALLONIA RUBRA
 4 NANDINA DOMESTICA
 14 PITTOSPORUM TOBIRA
 4 NANDINA DOMESTICA
 25 ESCALLONIA RUBRA
 13 AGAPANTHUS AFRICANUS
 20 PLATANUS ACERIFOLIA 'YARWOOD'

6 RAPHIOLEPIS INDICA 'CLARA'
 6 PHORALUM TENAX 'BRONZE'
 3 PINUS MURICATA
 2 MALUS FLORIBUNDA
 1 ESCALLONIA FRADESII
 2 PINUS MURICATA
 4 PHOENIX TENAX 'BRONZE'
 4 MELALEUCA QUINGENERVA
 8 AGAPANTHUS AFRICANUS

11 HIBBERTIA VOLUBILIS (ON FENCE)
 2 MACFADYENA UNGUIS-CATI (ON TRELLIS) PART OF ALTERNATE #1
 8 RAPHIOLEPIS INDICA 'CLARA'
 4 BOUGAINVILLEA 'ORANGE KING' (ON FENCE)
 7 AGAPANTHUS AFRICANUS
 8 RAPHIOLEPIS INDICA 'CLARA'
 51 AGAPANTHUS AFRICANUS
 10 RAPHIOLEPIS INDICA 'CLARA'

OLEANDER AVE.

GROUND COVER LEGEND
 HEDERA HELIX HAHNI 12" O.C. FROM FLATS
 PLANT W/ 1'-0" OF EDGE OF PLANT BALL UNDER ALL SHRUBS

QTY.	BOTANICAL NAME	COMMON NAME	SIZE
TREES			
8	Eucalyptus Polyanthemus	Silver Dollar Gum-multi-trunk	15 g.c.
4	Melaleuca Quingenerva	Cajuput Tree	15 g.c.
2	Malus floribunda	Japanese Flowering Crabapple	15 g.c.
11	Malus 'Katherine'	Crabapple	15 g.c.
5	Pinus muricata	Bishop Pine	15 g.c.
28	Platanus acerifolia 'Yarwood'	London Plane Tree	15 g.c.
5	Prunus serrulata 'Amanogawa'	NCN	15 g.c.
2	Prunus yedoensis 'Akebono'	Daybreak Flowering Cherry	15 g.c.
8	Sequoia sempervirens	Coast Redwood	15 g.c.
SHRUBS			
115	Agapanthus africanus	Lily-Of-The-Nile	1 g.c.
12	Arbutus unedo	Strawberry Tree	5 g.c.
8	Escallonia fradesii	N.C.N.	5 g.c.
48	Escallonia rubra	N.C.N.	5 g.c.
8	Lavandula officinalis	English Lavender	1 g.c.

QTY.	BOTANICAL NAME	COMMON NAME	SIZE
SHRUBS (cont.)			
20	Nandina domestica	Heavenly Bamboo	5 g.c.
10	Phoralm tenax 'Bronze'	New Zealand Flax	5 g.c.
22	Pittosporum tobira	Tobira	5 g.c.
31	Pittosporum tobira Variegata	Tobira	5 g.c.
32	Raphiolepis indica 'Clara'	Indian Hawthorn	5 g.c.
VINES			
4	Bougainvillea 'Orange King'	Bougainvillea	5 g.c.
6	Campsis radicans	Common Trumpet Creeper	1 g.c.
7	Clytostoma callistegioides	Violet Trumpet Vine	1 g.c.
1	Hibbertia volubilis	Guinea Gold Vine	5 g.c.
8	Macfadyena unguis-cati	Yellow Trumpet Vine	1 g.c.
ALTERNATE #1			
VINES			
2	Macfadyena unguis-cati	Yellow Trumpet Vine	1 g.c.

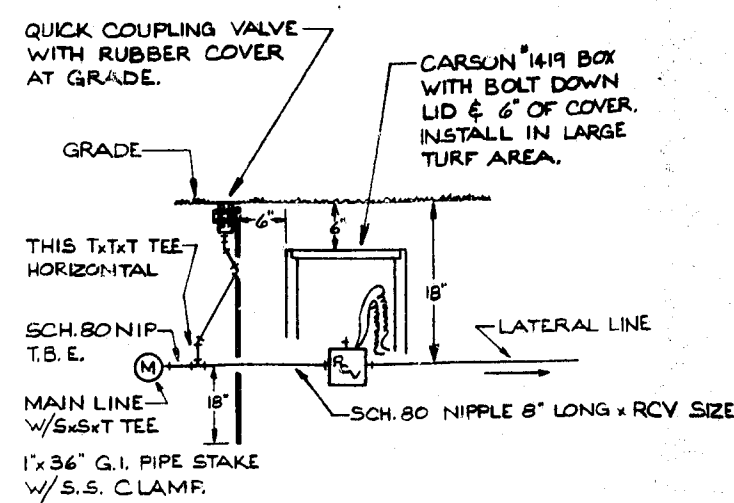
NOTES:
 CITY STREET TREES IN THE PUBLIC RIGHT OF WAY TO BE PLANTED AS PER CITY STANDARD STREET TREES PLANTING DETAIL 775BA-74. (CITY STANDARD INCLUDES USE OF DEEP ROOT BOXES)
 PLANT LIST PROVIDED FOR CONVENIENCE ONLY. ACTUAL QUANTITIES SHALL BE DRAWN ON PLAN.

Theodore Osmundson & Associates Landscape Architecture & Urban Design 135 South Park San Francisco California 94107 415-541-9071	BENCH MARK	REFERENCES	CITY OF ALAMEDA CALIFORNIA ENGINEERING DEPARTMENT HARRINGTON PARK	APPROVED BY CITY ENGINEER REG. C. E. NO. _____ DATE _____ SHEET 5 OF 12 DWG. CASE
	NO. REVISED BY APP. DESIGNED: T.O. DRAWN: T.O. CHECKED: _____ DATE: 10/12/87 SCALE: 1" = 20'			RECEIVED APR 24 1990 CENTRAL TRAFFIC OFFICE CITY OF ALAMEDA

24 X

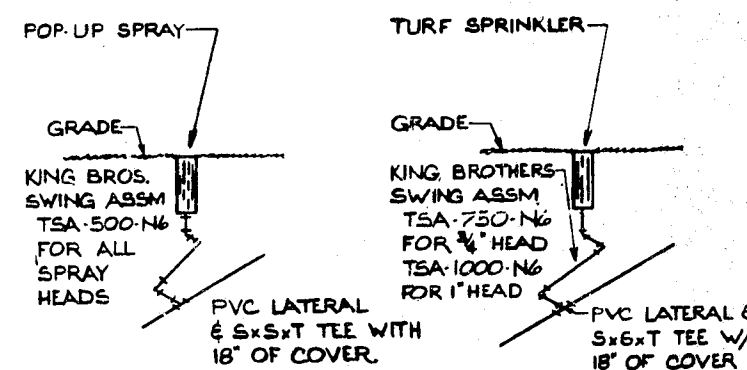
3400 OLEANDER AVE.
PERMIT NO: BP90-0341

2 of 2



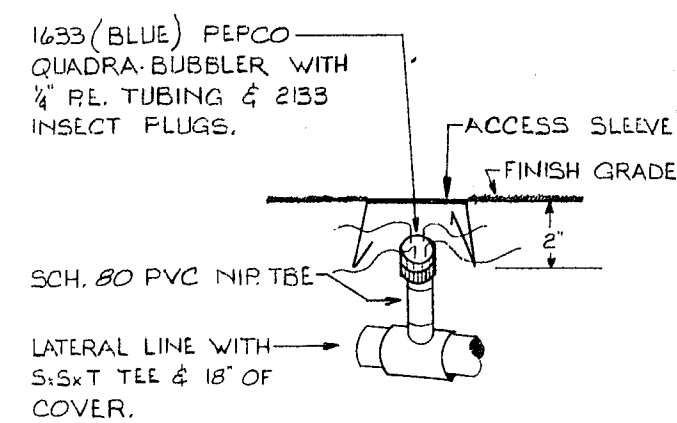
1. INSTALL IN LARGE TURF AREA.
2. ALL NOTES FOR DETAILS (B) & (C) APPLY HERE.

(D) TYPICAL TURF RCV/QCV INSTALLATION
NO SCALE



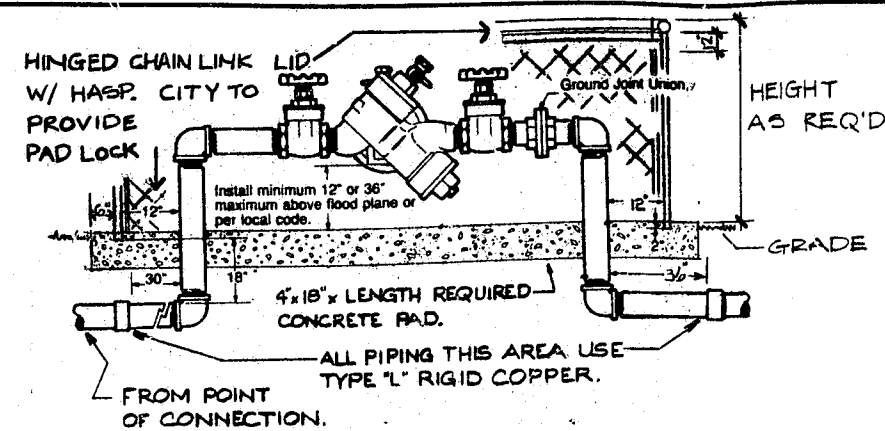
1. INSTALL STRIP SPRAYS ON ϕ OF PLANTING STRIP.
2. INSTALL SPRAYS & SPRINKLERS FLUSH WITH GRADE, 4" CLEAR TO EDGE.
3. ADJUST ARC & RADIUS TO COVER PLANT AREAS WITHOUT THROWING ONTO WALLS OR PAVING.
4. USE LASCO BLUE PIPE THREAD SEALANT ON THREADED CONNECTIONS.

(E) TYPICAL HEAD RISER INSTALLATION
NO SCALE



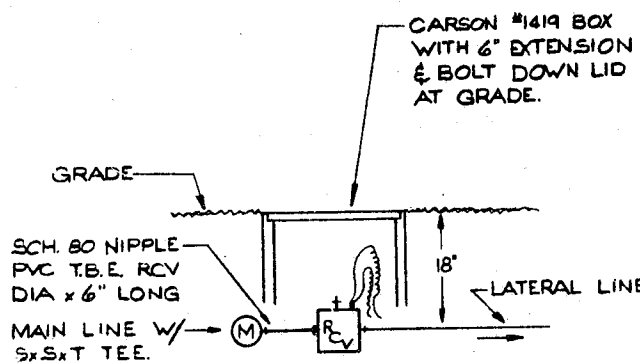
1. INSTALL 4 P.E. TUBES WITH INSECT PLUGS FOR EACH EMITTER.
2. INSTALL 1 EMITTER FOR EACH TREE.
3. INSTALL 1 EMITTER FOR EVERY 2 LARGE SHRUBS 2 TUBES PER SHRUB.
4. INSTALL 1 EMITTER FOR EVERY 4 SMALL SHRUBS 1 TUBE PER SHRUB.
5. REFER TO PLANTING PLAN FOR EXACT PLANT LOCATIONS.
6. USE TEFLON TAPE FOR THREADED CONNECTIONS.

(F) TYPICAL EMITTER INSTALLATION
NO SCALE



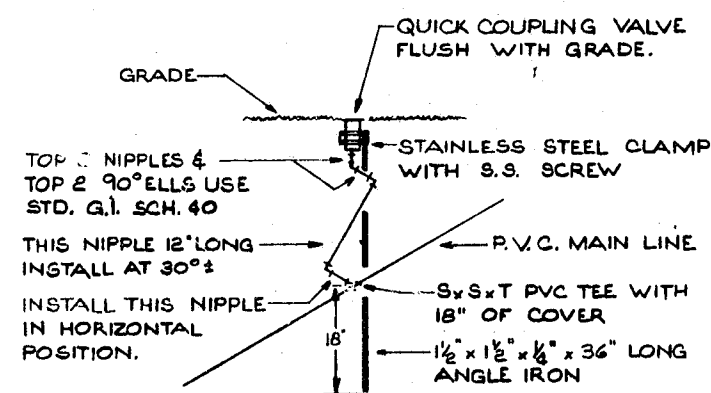
1. INSTALLATION SHALL COMPLY WITH LOCAL CODE.
2. INSTALL WITH 18" CLEAR TO EDGE, WALL, ETC.
3. PAINT ALL ABOVE GRADE MATERIALS WITH RUSTOLEUM, 2 COATS, COLOR SELECTED BY OWNER'S REPRESENTATIVE.
4. WRAP ALL BELOW GRADE METAL PIPE WITH .010" x 2" P.E. TAPE, USE HALF LAP.
5. USE LASCO BLUE PIPE THREAD SEALANT FOR ALL THREADED CONNECTIONS.
6. ENCLOSE BACKFLOW, PROVIDE 12" CLEARANCE

(A) BACKFLOW INSTALLATION
NO SCALE



1. LIMIT TWO RCV'S PER BOX.
2. NO EARTH FILL INSIDE BOX OR TOUCHING VALVE.
3. USE LASCO BLUE PIPE THREAD SEALANT ON THREADED CONNECTIONS.
4. PROVIDE 24" COIL ON 24" LINES. USE 3M-DBY SPLICE KITS FOR 24" SPLICES.
5. FURNISH EACH RCV WITH PETCOCK & FLOW CONTROL.
6. ADJUST EACH RCV TO OPTIMUM FLOW AS REQUIRED BY THE HEADS.

(B) TYPICAL CONTROL VALVE INSTALLATION
NO SCALE



1. WRAP ALL METAL FITTINGS WITH .010" x 2" P.E. TAPE USE HALF LAP.
2. BOTTOM TWO NIPPLES & BOTTOM ONE 90° ELL USE SCH. 80 PVC T.B.E.
3. TOP TWO NIPPLES & TOP TWO 90° ELLS USE SCH. 40 G.I.
4. USE LASCO BLUE PIPE THREAD SEALANT ON THREADED CONNECTIONS.
5. USE 1 1/2" x 1 1/2" x 3/8" x 3/4" ANGLE IRON & STAINLESS STEEL CLAMP WITH STAINLESS STEEL SCREW.

(C) TYPICAL Q.C.V. INSTALLATION
NO SCALE

LEGEND & NOTES

SYMBOL	CATALOGUE NUMBER	MANUFACTURER	ITEM
o	1633 - BLUE	PEPCO	QUADRA-BUBBLER WITH TUBING & INSECT PLUG.
⊖	570-C-6P / FSQ LG PC	TORO	POP-UP SHRUB SPRAY, FLAT, LOW GALLONAGE, FOG LESS
⊖	570-C-6P / FSH LG PC	"	"
⊖	570-C-6P / FSF LG PC	"	"
⊖	570-C-6P / 12-Q-PC	TORO	POP-UP SHRUB SPRAY, LOW GALLONAGE, FOG LESS
⊖	570-C-6P / 12-120-PC	"	"
⊖	570-C-6P / 12-H-PC	"	"
⊖	570-C-6P / 12-F-PC	"	"
∇	570-C-4P / FSQ-PC	TORO	POP-UP LAWN SPRAY, FOG LESS
∇	570-C-4P / FSH-PC	"	"
ALL SPRAY HEADS SHALL HAVE PRE-INSTALLED CHECK VALVES.			
⊙	187-Q-180°	RCFC THOMPSON	PART CIRCLE TURF ROTOR
⊙	187-R-90°	RCFC	"
⊙	187-S-108°	RCFC	"
⊙	187-S-180°	RCFC	"
⊙	186-R-360°	RCFC	FULL CIRCLE TURF ROTOR
⊙	186-S-360°	RCFC	"
◆	25016-06	BUCKNER	QUICK COUPLING VALVE WITH RUBBER COVER
⊙	2000 SERIES	GRISWOLD	REMOTE CONTROL VALVE
⊙	2000 SERIES	GRISWOLD	REMOTE CONTROL VALVE WITH 6" OF COVER
⊙	YSBR-100	WILKINS	Y" STRAINER WITH 100 MESH SCREEN
⊙	2000 SERIES	GRISWOLD	REMOTE CONTROL VALVE
A	RME-18	RAIN-MASTER	CONTROLLER - 120-V A.C. UNDER OTHER SECTION
B	RME-12	"	"
⊗	575-RP-2"	WILKINS	REDUCED PRESSURE BACKFLOW PREVENTER.
---	MAIN LINE 1120-315 PSI PVC		
---	LATERAL LINE 1120-200PSI PVC		
---	SLEEVE - 1120 SCH. 40 PVC		
---	SLEEVE SIZE		
4			
A1			CONTROLLER NUMBER & STATION IDENTIFICATION RCV SIZE
M			2" WATER METER, INSTALLED UNDER SECTION, OUTLET IS POINT OF CONNECTION.

1. SYSTEM DESIGN BASED ON 138 GPM @ 70 PSI AT POINT OF CONNECTION.
2. WORK UNDER OTHER SECTION
 - A. 120-V A.C. CONNECTION TO CONTROLLER.
 - B. (2) 2" CONDUIT (1) FROM EACH CONTROLLER, THRU STRUCTURE, INTO PLANTING AREA.
 - C. 2" WATER METER, OUTLET IS POINT OF CONNECTION.
3. SLEEVES SHALL HAVE 18" OF COVER, EXTEND 12" INTO EACH PLANTING AREA, CONTAIN ALL PIPING & CONTROL LINES, AND HAVE LOCATIONS DIMENSIONED ON "AS-BUILT" DRAWING.
4. CONTRACTOR SHALL VERIFY ALL CONDITIONS & LOCATIONS WITH ARCHITECT BEFORE STARTING CONSTRUCTION.

Theodore Osmundson & Associates
Landscape Architecture & Urban Design
1355 South Park San Francisco California 94107 415-541-9071

G. BELL ASSOCIATES, INC.
IRRIGATION CONSULTANTS
P.O. BOX 1205 SAN BRUNO CA 94066 (415) 589-1656

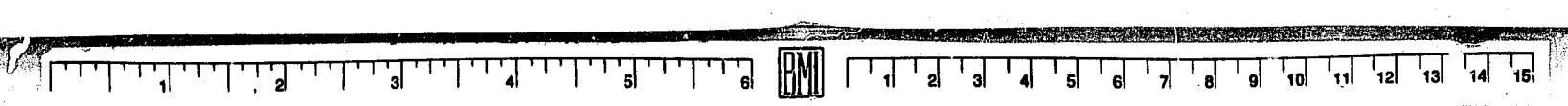
CITY OF ALAMEDA
CALIFORNIA
ENGINEERING DEPARTMENT

HARRINGTON PARK

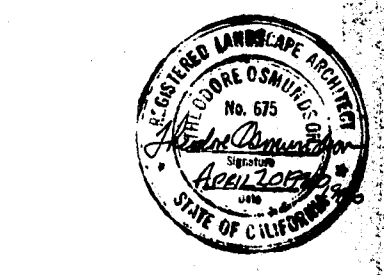
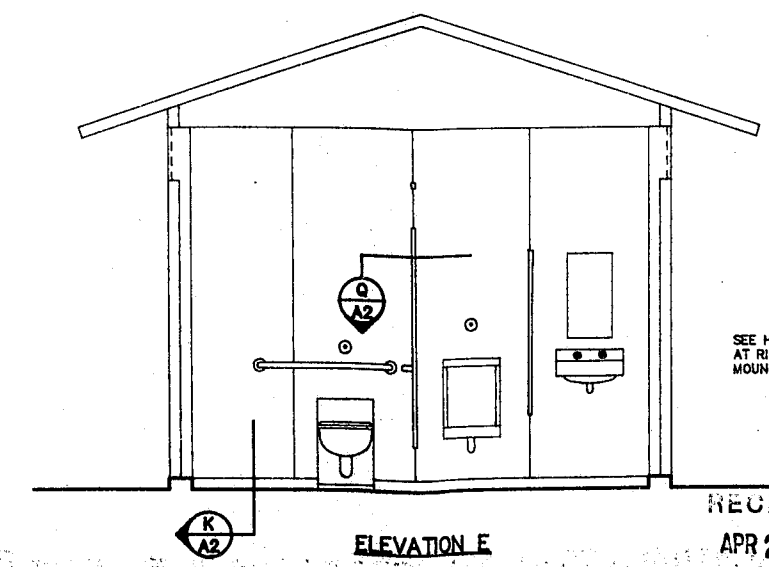
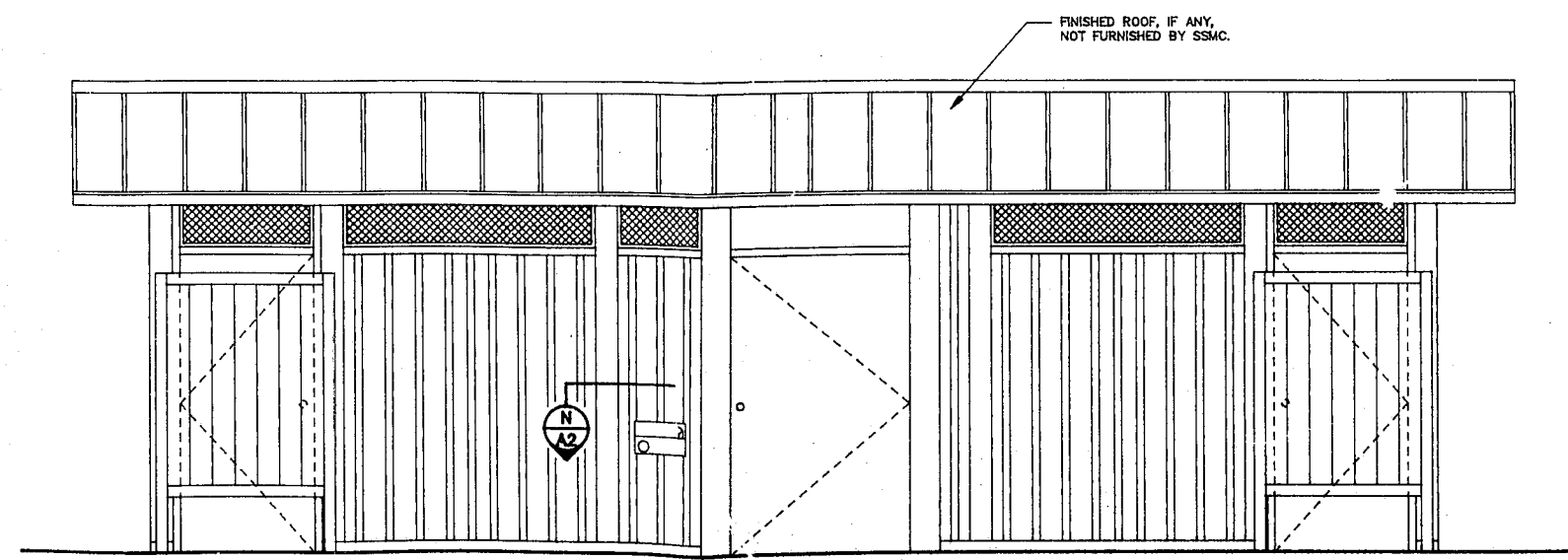
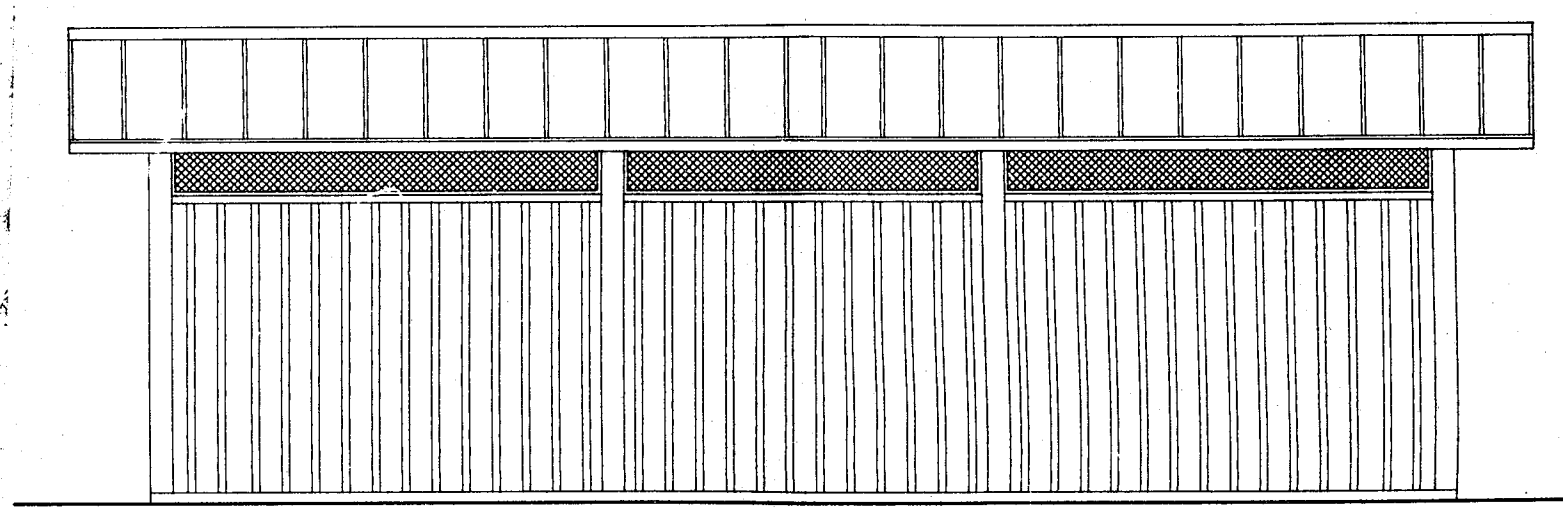
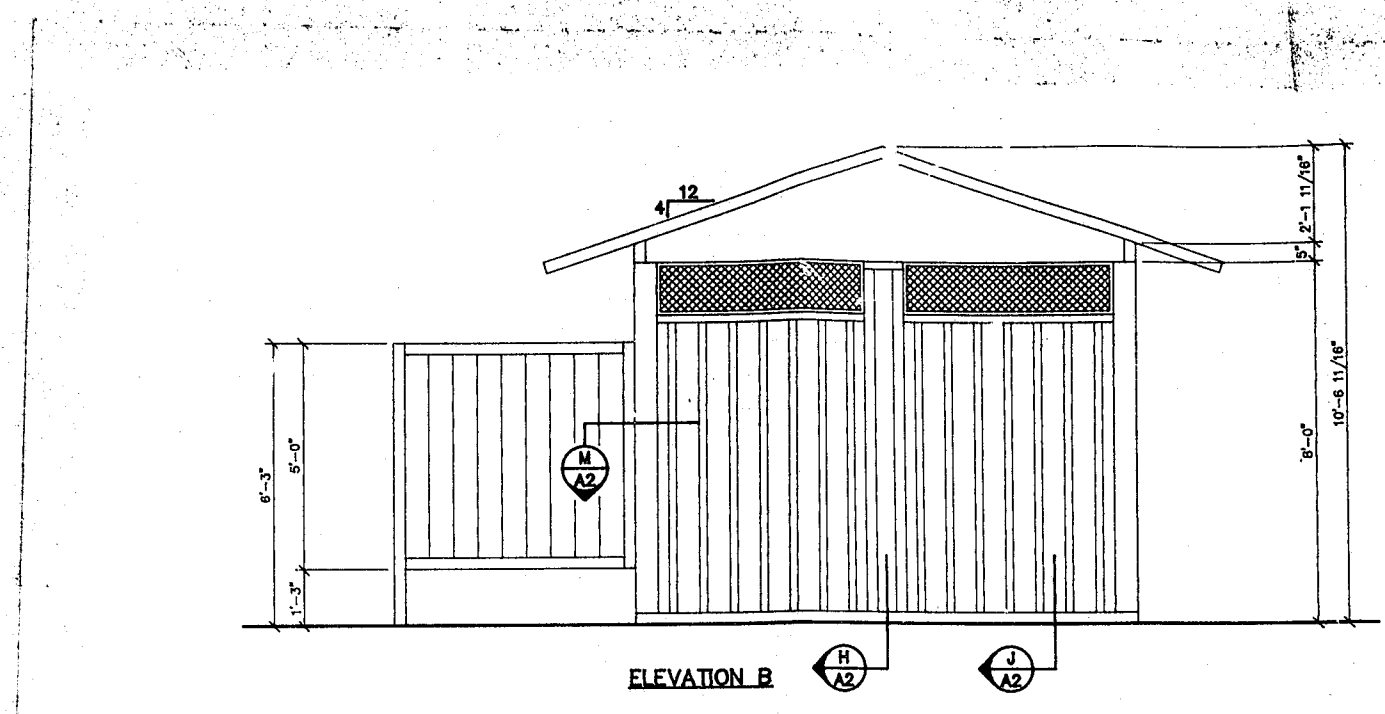
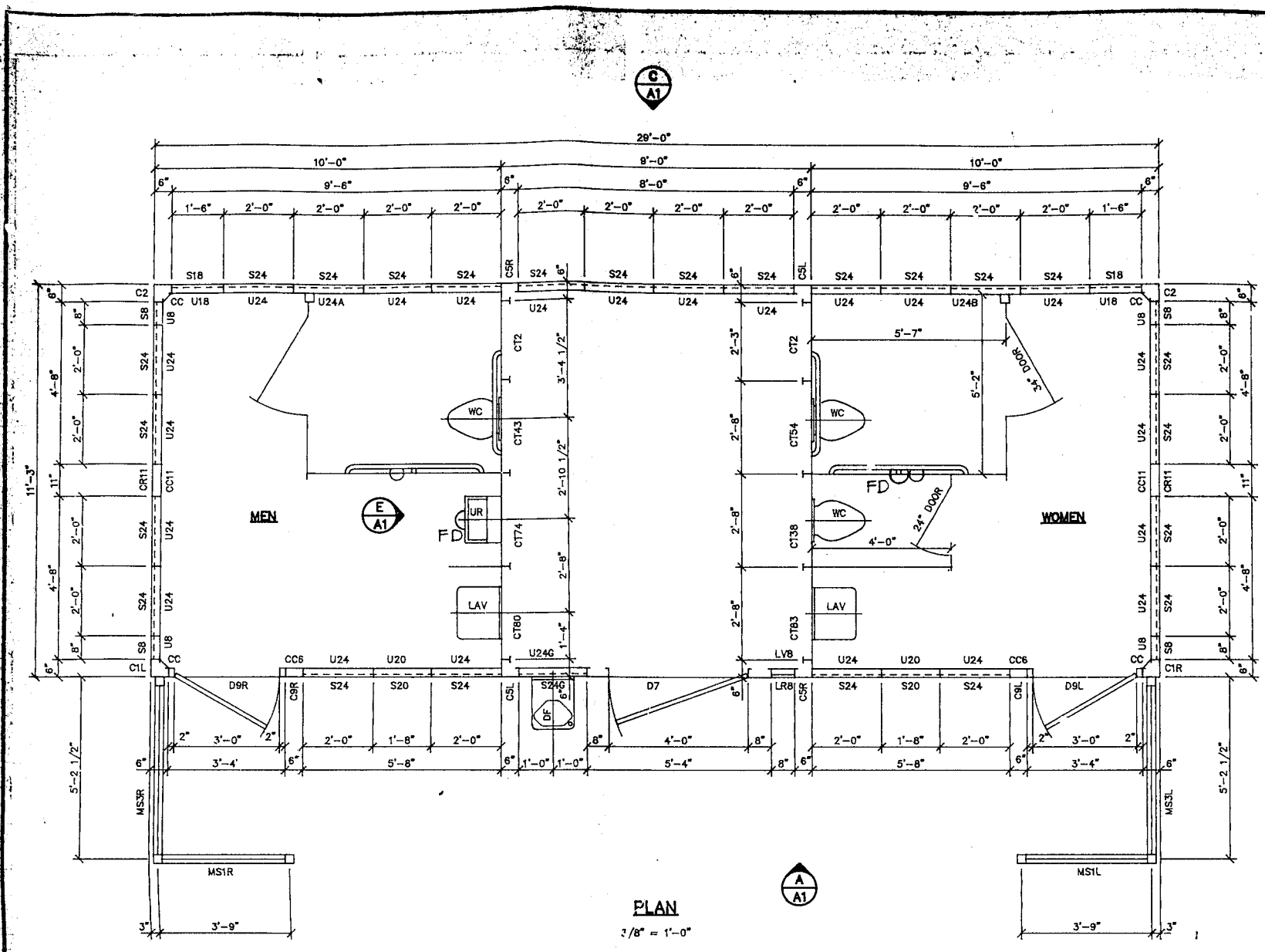
APPROVED BY: CITY ENGINEER
REG. C. E. NO. _____
DATE: _____
SHEET 7 OF 12
DWG. _____ DATE _____

RECEIVED APR 24 1990
CENTRAL PERMIT OFFICE
CITY OF ALAMEDA

L-6
IRRYGATION DEYAYES



24 X



NOTE: MALE AND FEMALE RESTROOMS AND DRINKING FOUNTAINS SHALL MEET TITLE 24 REQUIREMENTS.

RECEIVED
APR 24 1990
CITY OF ALAMEDA
ENGINEERING DEPARTMENT

ISSUANCE OF THIS DRAWING FOR APPROVAL DOES NOT CONSTITUTE ACCEPTANCE OF CUSTOMER'S ORDER BY SUPER SECUR MFG. CO. THIS DRAWING IS TO BE USED IN PLACING MATERIALS SOLD UNDER THIS CONTRACT ONLY. PURCHASER TO CHECK ALL DIMENSIONS. SUPER SECUR MFG. CO. ASSUMES NO RESPONSIBILITY FOR FOUNDATIONS, GRADE, CONCRETE CURBS OR GENERAL BUILDING DIMENSIONS.

FW-128-C 11'-3" x 29'-0" SERIES 3 BUILDING W/DRINKING FOUNTAIN & 4088 CHASE DOOR

Theodore Osmundson & Associates
Landscape Architecture & Urban Design
136 South Park San Francisco California 94107 415-541-9071

SUPER SECUR MFG. CO.
A DIVISION OF ACORN ENGINEERING COMPANY
Sales: 1185 Evans Avenue San Francisco, CA 94124 (415) 824-1778
Factory: 15059 Proctor Avenue City of Industry, CA 91744 (818) 338-4661

BENCH MARK		REFERENCES	

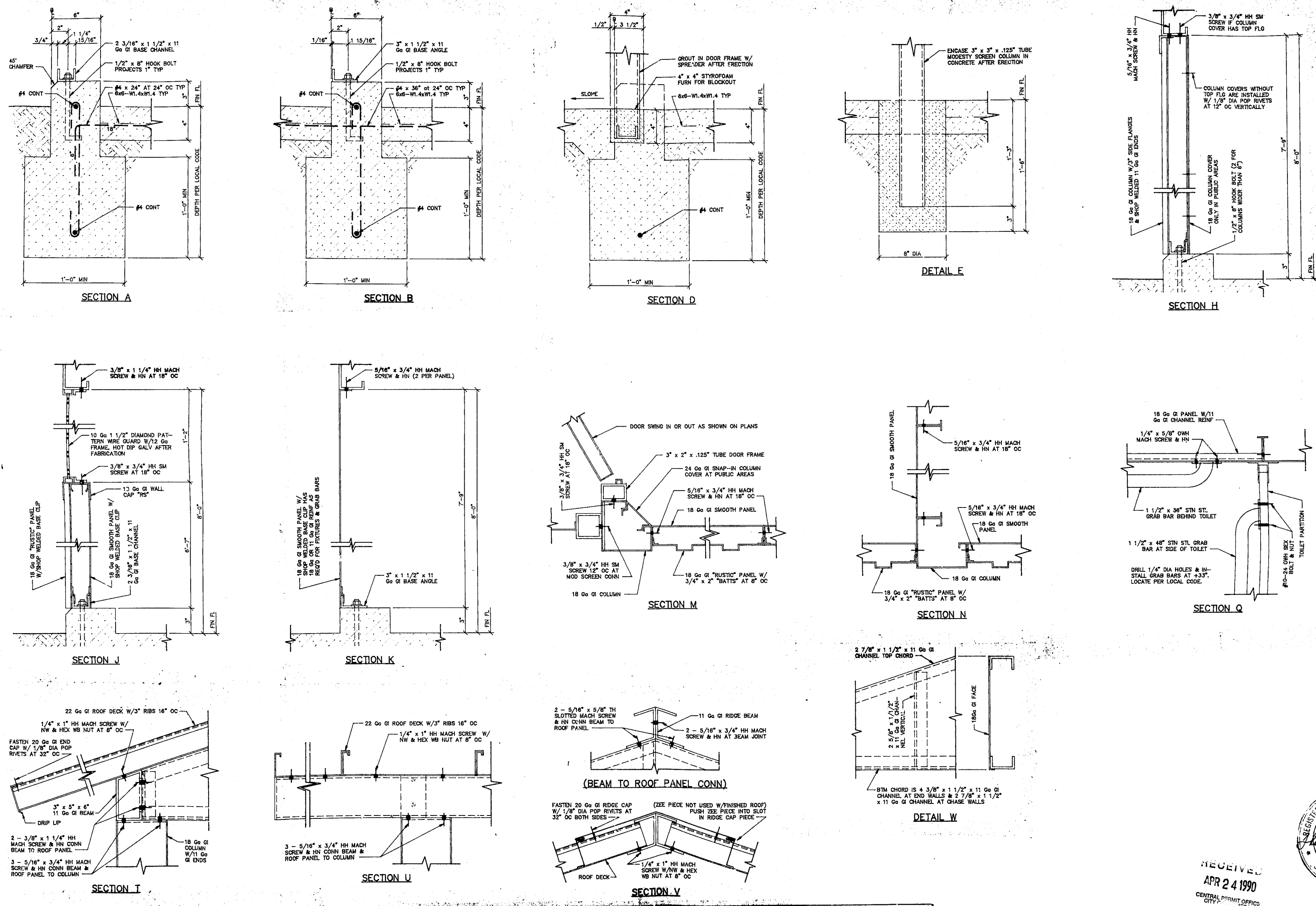
DESIGNED	Z. B. '90	JSM
DRAWN	JID	
CHECKED		
DATE	5-28-87	8/8-11-0'

CITY OF ALAMEDA
CALIFORNIA
ENGINEERING DEPARTMENT
HARRINGTON PARK

APPROVED BY
REVISED
CITY ENGINEER
REG. C. E. NO. _____
DATE 9 of 12
DWG. CASE



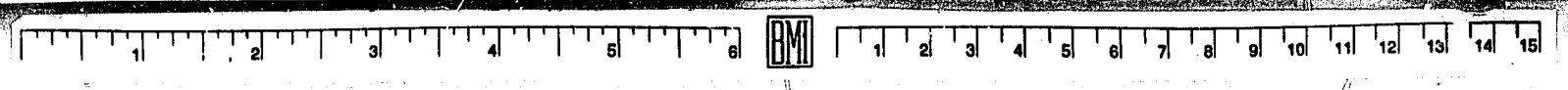
24 X



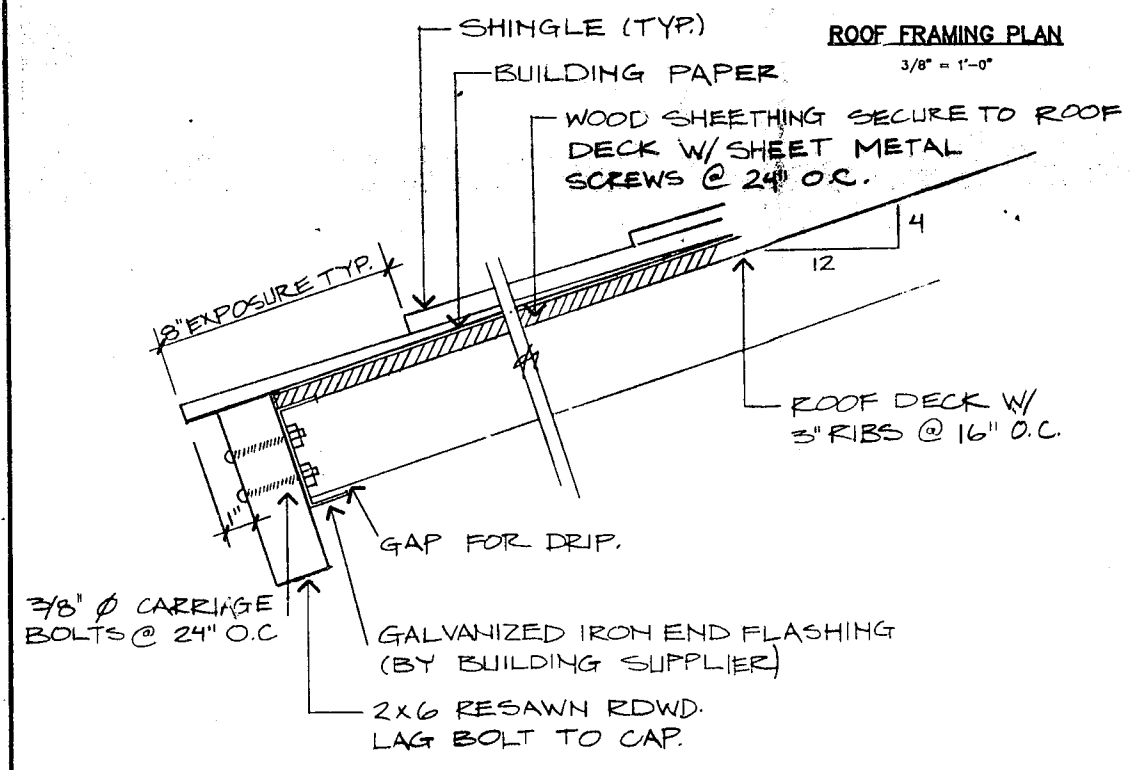
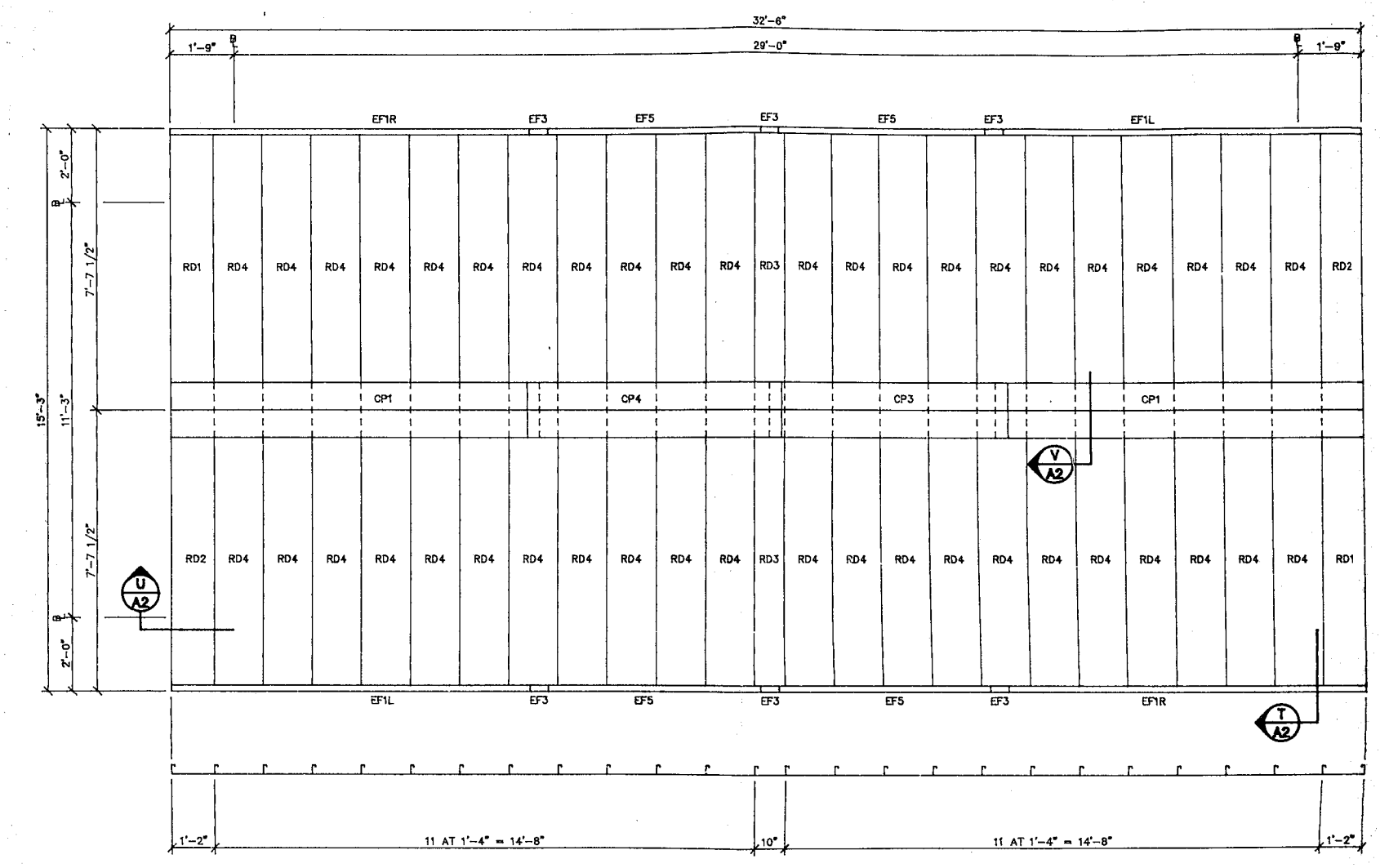
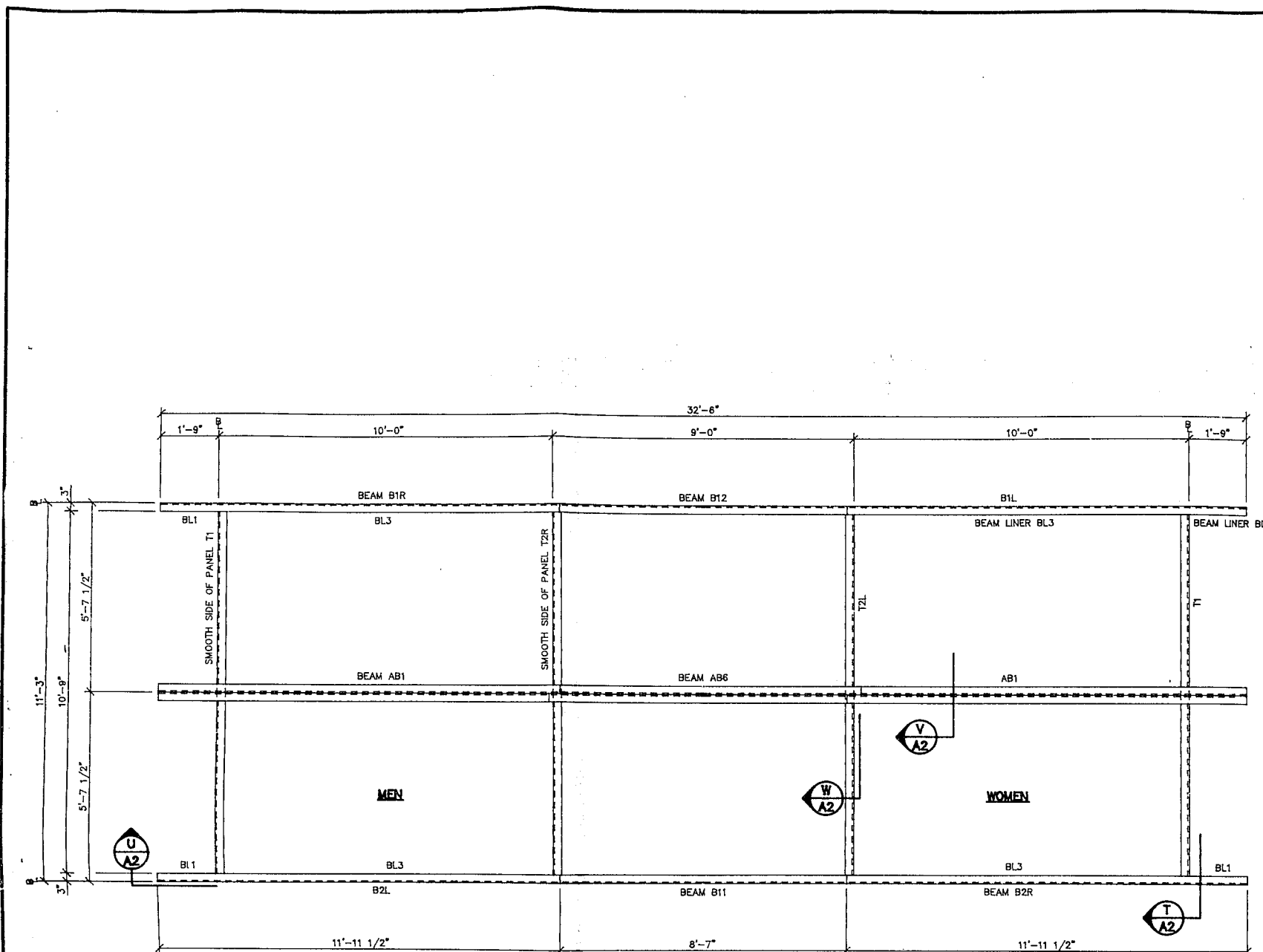
ISSUANCE OF THIS DRAWING FOR APPROVAL DOES NOT CONSTITUTE ACCEPTANCE OF CUSTOMER'S ORDER BY SUPER SECUR MFG CO. THIS DRAWING IS TO BE USED IN PLACING MATERIALS SOLD UNDER THIS CONTRACT ONLY. PURCHASER TO CHECK ALL DIMENSIONS AT JOB AS SUPER SECUR MFG CO. ASSUMES NO RESPONSIBILITY FOR FOUNDATIONS, SLAB, CONCRETE CURBS OR GENERAL BUILDING DIMENSIONS.

PATHWAY BLDG W/RUSTIC EXTERIOR & 5'-0" OR 9'-0" CHASE

Theodore Osmundson & Associates Landscape Architecture & Urban Design 135 South Park San Francisco California 94107 415-541-9071	 SUPER SECUR MFG. CO. A DIVISION OF ACORN ENGINEERING COMPANY Sales: 1195 Evans Avenue San Francisco, CA 94124 (415) 824-1778 Factory: 15388 Proctor Avenue City of Industry, CA 91744 (818) 338-4561	BENCH MARK REFERENCES	CITY OF ALAMEDA CALIFORNIA ENGINEERING DEPARTMENT	APPROVED BY [Signature] DATE
				HARRINGTON PARK SHEET 10 OF 12 DATE 7-21-89



24 X



ROOFING FINISH
N.T.S.

1

ISSUANCE OF THIS DRAWING FOR APPROVAL DOES NOT CONSTITUTE ACCEPTANCE OF CUSTOMER'S ORDER BY SUPER SECUR MFG. CO. THIS DRAWING TO BE USED IN PLACING MATERIALS SOLD UNDER THIS CONTRACT ONLY. PURCHASER TO CHECK ALL DIMENSIONS AT JOB AS SUPER SECUR MFG. CO. ASSUMES NO RESPONSIBILITY FOR FOUNDATIONS, SLAB, CONCRETE CURBS OR GENERAL BUILDING DIMENSIONS.

PW-1128-G 11'-3" x 29'-0" SERIES 3 BUILDING
OR ON FRONT

ARCHITECTURAL A-3

Theodore Osmundson & Associates
Landscape Architecture & Urban Design
135 South Park San Francisco California 94107 415-541-9071

SUPER SECUR MFG. CO.
A DIVISION OF ACORN ENGINEERING COMPANY
Sales: 1195 Evans Avenue San Francisco, CA 94124 (415) 824-1778
Factory: 15058 Proctor Avenue City of Industry, CA 91744 (818) 338-4581

BENCH MARK		REFERENCES	

NO.	REVISED	BY	APP.

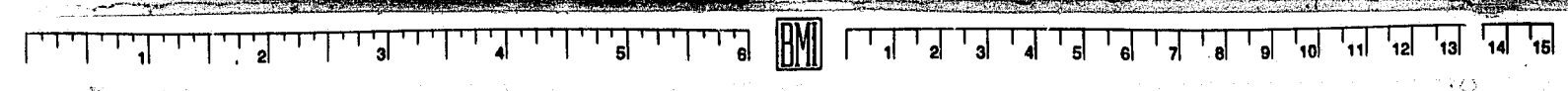
CITY OF ALAMEDA
CALIFORNIA
ENGINEERING DEPARTMENT

APPROVED BY
REVISED
DATE
SHEET 11 OF 12
DWG. CASE

HARRINGTON PARK



RECEIVED
APR 24 1990
CENTRAL CITY OFFICE



24 X



PARK & RECREATION BUILDINGS



DRINKING FOUNTAINS
HYDRANTS
PRE-ENGINEERED BUILDINGS
RESTROOM FIXTURES & ACCESSORIES



Member of Acorn Engineering's
FAMILY OF COMPANIES

HISTORY

As early as 1853, while most people were drawing water from common wells, the *Murdock Company* was manufacturing and installing water delivery systems throughout the country. In 2006, Murdock Inc. joined forces with Super Secur Manufacturing to form Murdock-Super Secur. Our newly formed company provides a comprehensive and complete line of outdoor drinking fountains, water hydrants, plumbing fixtures and pre-engineered restroom, concession, storage, and shower buildings. Since the 1960s, Super Secur has manufactured thousands of buildings for recreation facilities and parks. For many decades, our buildings have continually evolved to meet the changing needs of our customers.



KEY REASONS TO SPECIFY MURDOCK-SUPER SECUR



VANDAL RESISTANCE

Our 18-gage galvanized steel walls are designed to take abuse. Murdock-Super Secur stainless steel plumbing fixtures are manufactured by Acorn Engineering Company, the leading manufacturer of prison plumbing fixtures.



ADA-COMPLIANCE

All Murdock-Super Secur buildings are designed to comply with ADA accessibility requirements for persons with disabilities.



SANITATION AND VENTILATION

Unlike concrete, wood or a block structure, our galvanized walls will not absorb moisture or odors and our buildings are designed to be hosed out. Wire guards in the top 14 inches of restroom walls provide generous cross-ventilation while maintaining privacy.



LOWER MAINTENANCE COST

Murdock-Super Secur buildings do not burn or rot and they are resistant to impacts. In some cases our buildings have been hit by a vehicle. We furnished replacement parts which were bolted into place.



VISUAL DESIGN

While the structure of a Murdock-Super Secur building is always similar, use of different interior or exterior materials may dramatically change the appearance of a building. Interior options are stainless steel or fiberglass reinforced plastic (FRP) wall panels in restrooms. For the exterior, we can supply either vertical "board and batten" or horizontal "beveled siding" galvanized steel exterior wall panels. Or, the contractor can install a wood, brick, cultured stone or stucco exterior. Our standing seam metal roof may be the look you want or you may prefer to match nearby buildings having a shingle or tile roof. Many of these options are not expensive to install.



COST EFFECTIVENESS

Why reinvent the restroom? Usually one of our standard plans will meet your needs when combined with appropriate options. Our bolt-together assembly helps to reduce construction time and cost. You may be able to obtain a wooden building for a little less but you will find our cost is competitive with other permanent building materials. Years later, if internal changes are necessary, we can furnish new walls, fixtures and accessories. With a post and beam structure, you can convert an area to a family changing room or accommodate new ADA guidelines if necessary. When you consider total project costs, Murdock-Super Secur will save you money.



SIMPLIFIED PURCHASE PROCESS

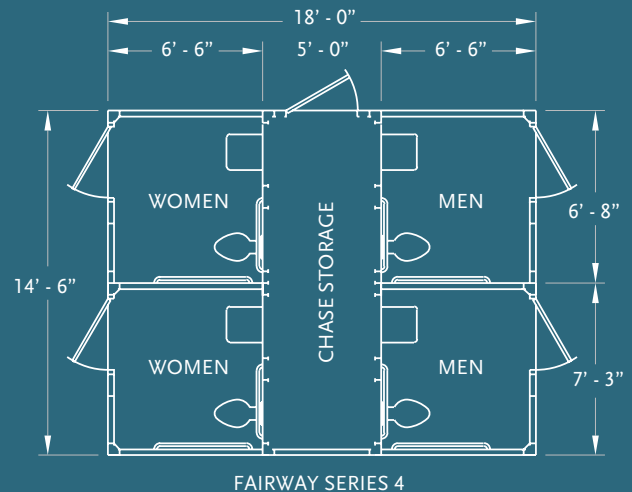
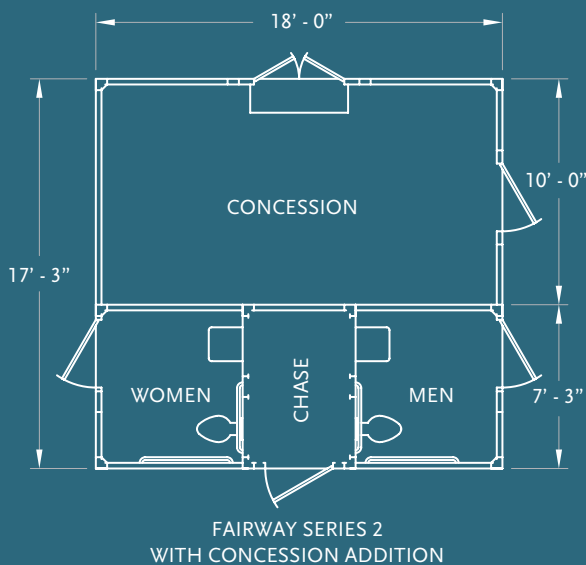
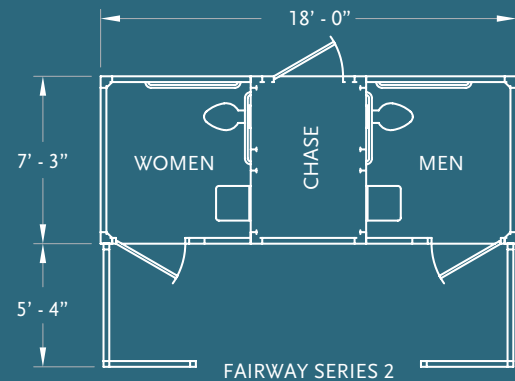
Your recreation area or park can be designed and put out to bid in your usual manner, but...you don't have to design the restroom or other buildings. Our erection drawings will become part of the construction contract documents when you specify Murdock-Super Secur. Our buildings can be purchased and installed by a contractor or they can be purchased by the park district or owner and installed by a contractor. Some park departments purchase Murdock-Super Secur buildings and install them using their own maintenance crews or community volunteers.

FAIRWAY SERIES

These are single-person restrooms and there are no toilet stall partitions since the user locks the entrance door. The Fairway Series is used in small parks without team sports facilities, golf courses, and other areas with lower usage. With different signage, the Fairway Series functions well as unisex restrooms. During times of less usage, some of the unisex restrooms may remain locked. Modifications may be made such as moving the entrances or expanding the chase-storage area to 9 feet or more in width instead of 5 feet. The external modesty screens are optional on Fairway buildings. Restroom additions and concession, storage and shelter additions may be added to a Fairway building.



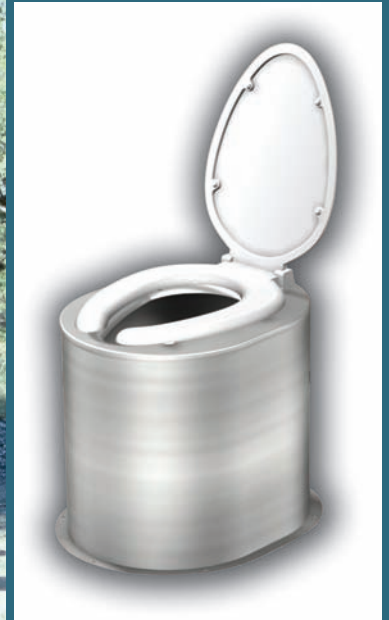
FAIRWAY SERIES 2



WATERLESS SERIES

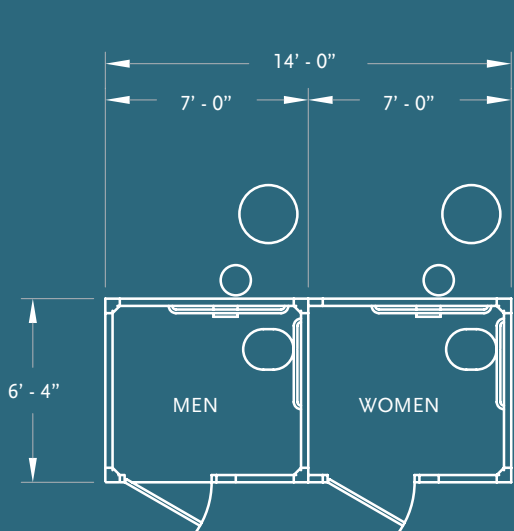
Waterless buildings contain one or more waterless toilet risers. They are appropriate whenever a restroom is needed but no sewer system is available. The Super Waterless building has been redesigned with new features to eliminate foul odors. These features are:

- A stainless steel toilet riser with one toilet riser per vault.
- A 12 inch diameter black vent pipe for each vault on the south side of the building.
- Black polyethylene vaults with external cleanouts.
- Ventilation openings on all exterior walls.

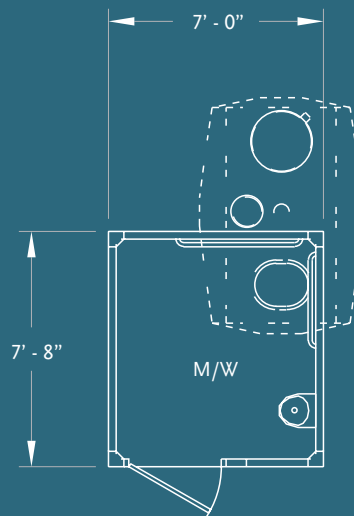


WATERLESS RISER WITH HINGED SEAT AND COVER-100B

WATERLESS DOUBLE SERIES



WATERLESS DOUBLE SERIES 1



WATERLESS SINGLE SERIES 2



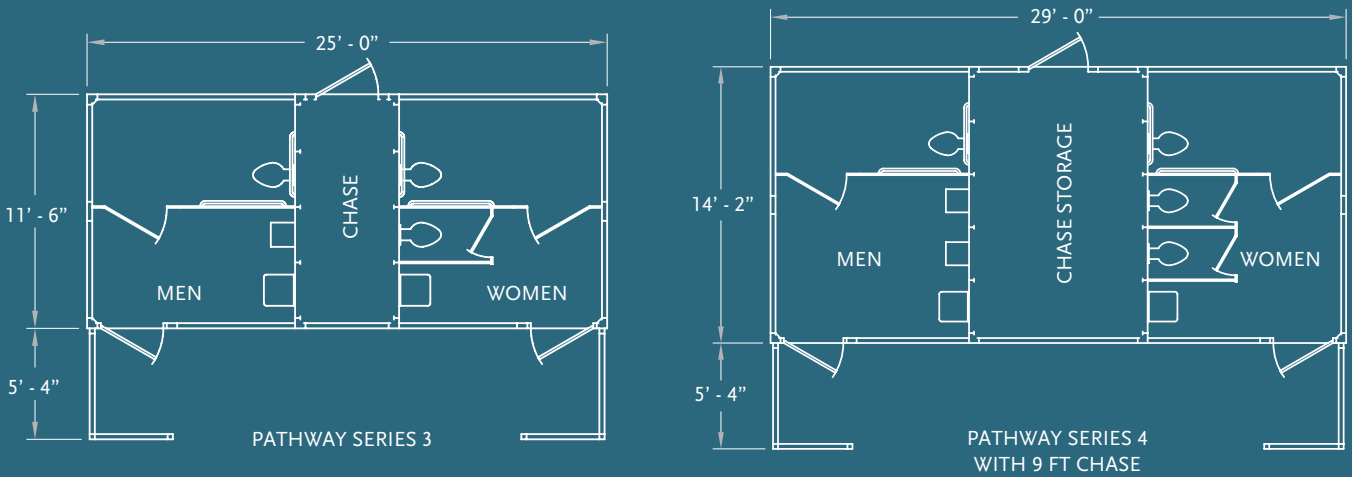
WATERLESS URINAL MODEL 1039

PATHWAY SERIES

The Pathway Series buildings have the most versatile layouts. These multi-person restrooms are used in medium to large parks. They can range in size from Series 3 (3 fixtures per restroom) to Series 12 (12 fixtures per restroom) but Series 3 thru Series 6 are the most common. The Pathway Series has a chase storage area 5 feet wide which can be enlarged to 9 feet, 13 feet or 17 feet for increased storage.



PACIFIC PALMS GOLF RESORT
PATHWAY SERIES MODEL PW-1225-G

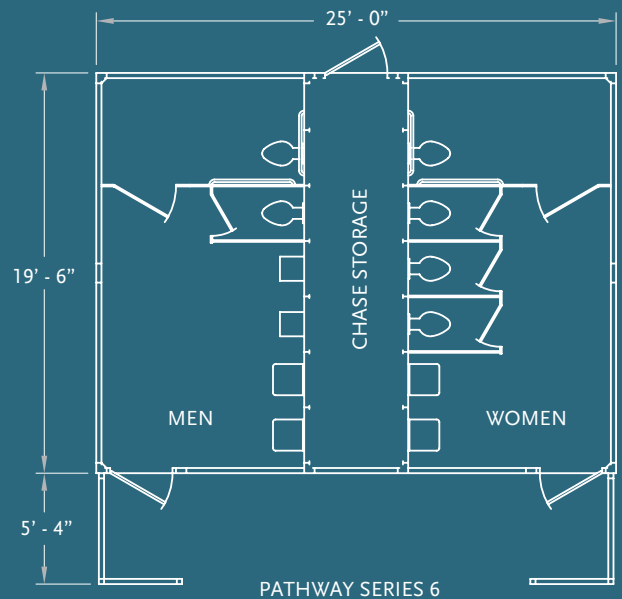
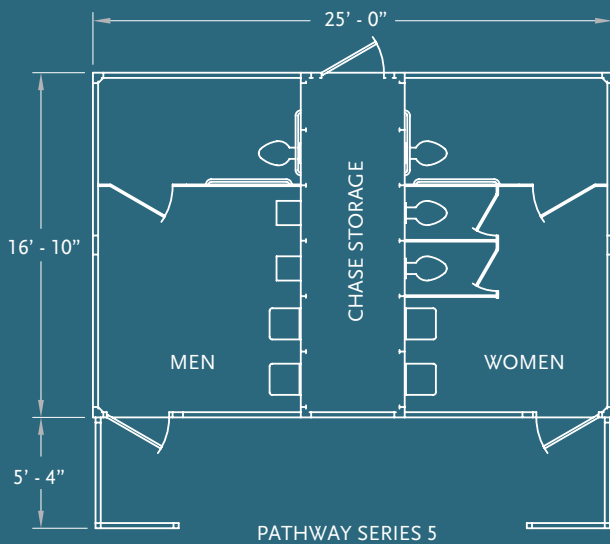


PATHWAY SERIES

The Pathway Series buildings have the most versatile layouts. These multi-person restrooms are used in medium to large parks. They can range in size from Series 3 (3 fixtures per restroom) to Series 12 (12 fixtures per restroom) but Series 3 thru Series 6 are the most common. The Pathway Series has a chase storage area 5 feet wide which can be enlarged to 9 feet, 13 feet or 17 feet for increased storage.

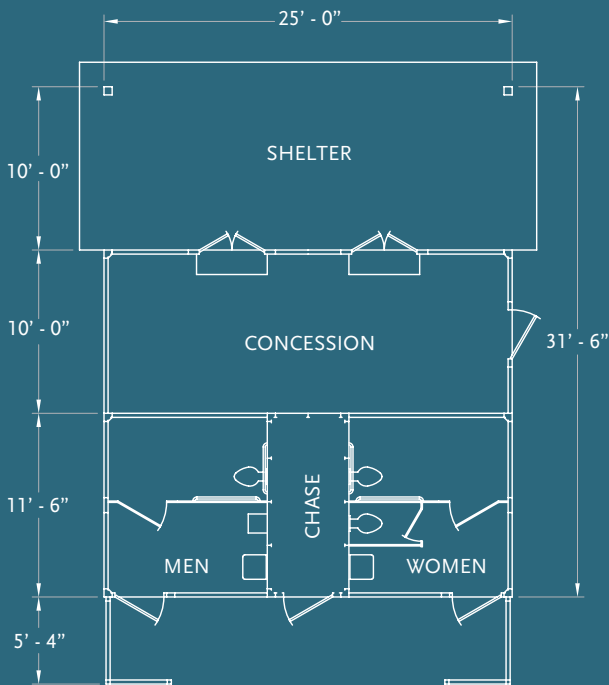


PATHWAY SERIES 4
WITH 9 FT CHASE

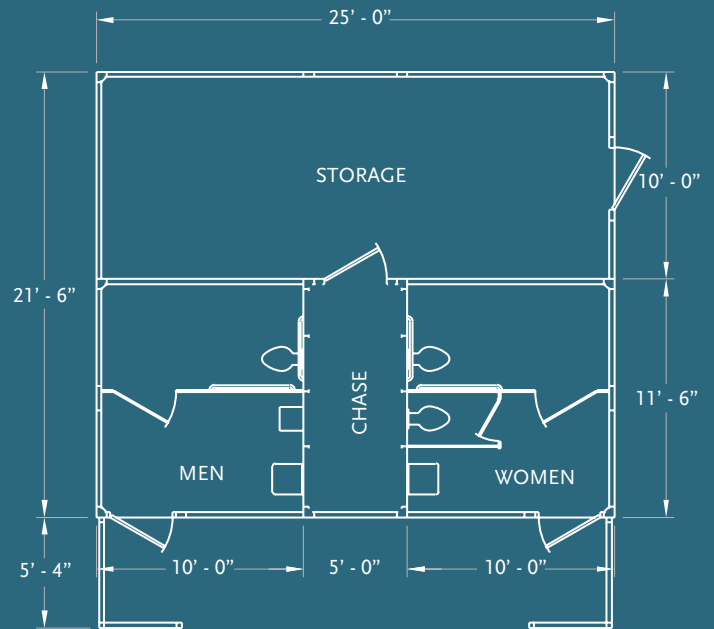


PATHWAY ADDITIONS

Pathway Series buildings may be modified with room additions along the rear of the building. Shower rooms may be added. They are entered thru the restrooms. Storage additions, concessions room additions and shelter additions may also be added to the Pathway Series. Door sizes and door locations in the addition can be modified to meet your needs.



PATHWAY SERIES 3 WITH CONCESSION ADDITION AND SHELTER ADDITION



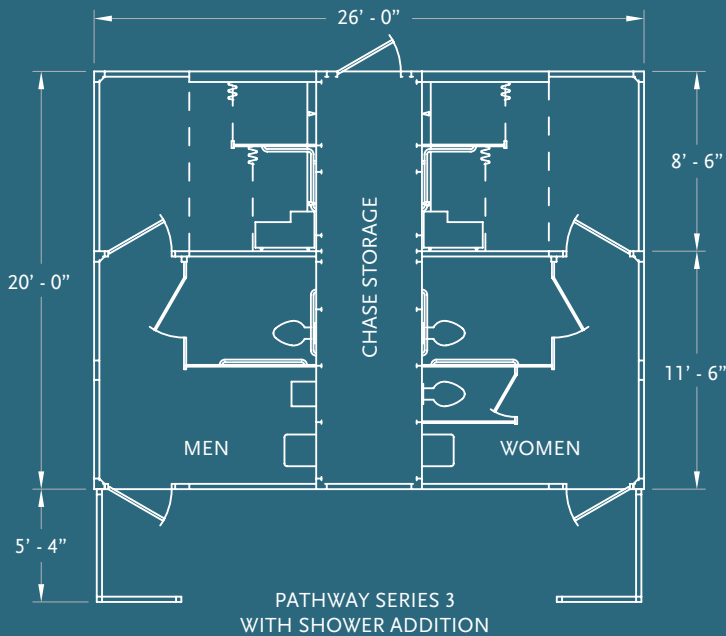
PATHWAY SERIES 3 WITH STORAGE ADDITION

PATHWAY ADDITIONS

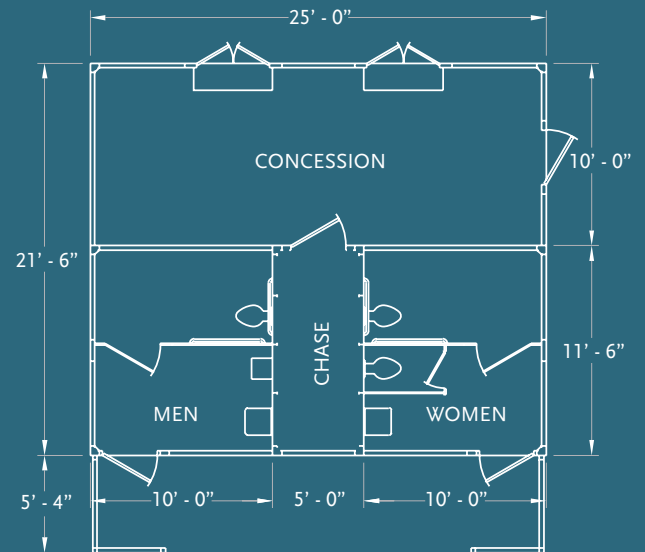
Pathway Series buildings may be modified with room additions along the rear of the building. Shower rooms may be added. They are entered thru the restrooms. Storage additions, concessions room additions and shelter additions may also be added to the Pathway Series. Door sizes and door locations in the addition can be modified to meet your needs.



PATHWAY SERIES 3
WITH STORAGE ADDITION



PATHWAY SERIES 3
WITH SHOWER ADDITION



PATHWAY SERIES 3
WITH CONCESSION ADDITION

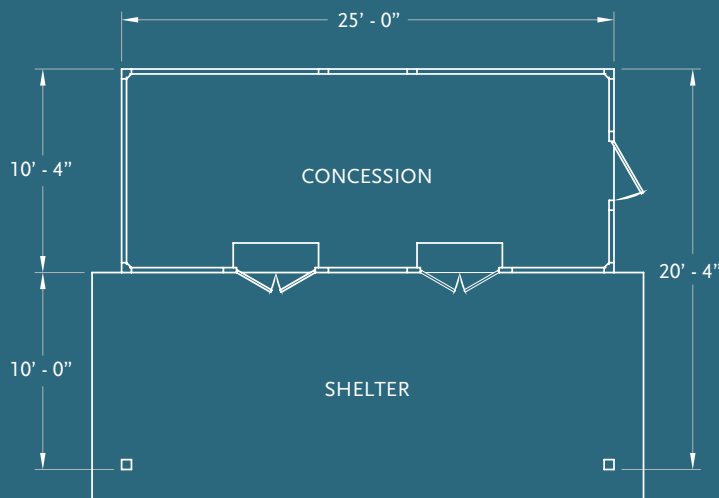
STORAGE AND CONCESSIONS

Storage buildings are made in a number of sizes ranging from 10 feet by 10 feet up to 25 feet by 60 feet. These buildings are constructed with our usual heavy-gage walls and are suitable for any area needing vandal-resistant storage. Concession buildings are similar but include “windows” with heavy-gage doors and stainless steel serving shelves. Interior equipment is provided by the owner.

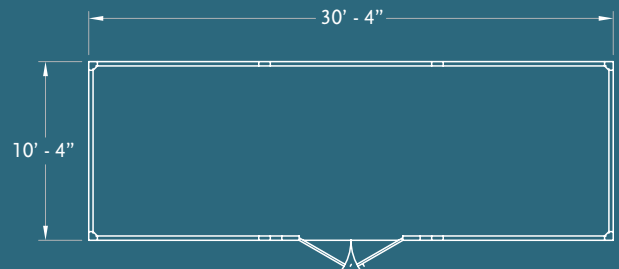


STORAGE AND CONCESSION SERIES
MODEL MP-2525-G

ON RIGHT : MODEL MP-2030-G
STORAGE BUILDING



CONCESSION BUILDING
WITH SHELTER ADDITION



STORAGE BUILDING

MURDOCK-SUPER SECUR PACKAGE

THE BASIC BUILDING PACKAGE INCLUDES:

- A factory-fabricated, galvanized steel building with standing seam roof, shipped knocked down.
- Erection drawings and installation instructions.
- Foundation anchor bolts and screws, nuts, bolts and miscellaneous hardware for assembly.
- Vandal-resistant stainless steel plumbing fixtures with flush valves for toilets and urinals, valves for lavatories and drinking fountains, fixture P-traps, waste connections and fixture mounting hardware.
- Wall mounted, low-wattage interior and exterior fluorescent lights when appropriate.
- A hose valve in each restroom.
- Toilet room accessories including solid plastic toilet stall partitions, stainless steel grab bars, mirrors for each lavatory and heavy duty toilet tissue dispensers.
- Locks for all doors, door closers and push-pull plates for restroom entrance doors.
- MEN, WOMEN and restroom accessibility signs for persons with physical disabilities.
- Etching solution for preparation of galvanized steel prior to painting.

OPTIONS :

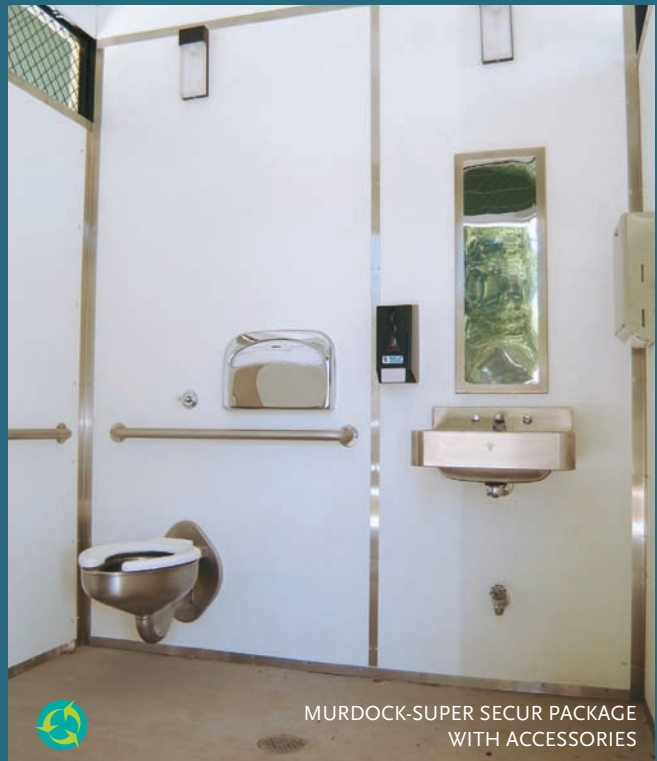
- Structural calculations and drawings (for above the slab only), signed and stamped by a registered engineer.
- 16" x 48" Lexan™ skylights
- Aluminum windows with Lexan™ in place of wire guards
- Stainless steel pierced ventilation screens in place of wire guards
- FRP (Fiberglass reinforced plastic) interior wall panels in restrooms
- Stainless steel interior wall panels in restrooms
- Electric hand dryers
- Stainless steel towel dispensers and waste receptacles
- Tankless electric water heaters provided by Chronomite®
- Water coolers, drinking fountains and hydrants

EXTERIOR OPTIONS :

- Custom Roof Materials
- Fiberglass Shingle Roof
- Standing Seam Roof
- Metal Roof

THE CONTRACTOR FURNISHES :

- All site work and the complete foundation and concrete slab including reinforcement.
- All labor for assembly, installation and finishing of the building.
- All plumbing materials (except for fixtures as described above).
- All electrical materials (except lights and hand dryers as described above).
- Any optional wall or roof materials, paint and caulk.
- All accessories and specified items which are not part of the Murdock-Super Secur package.



MURDOCK-SUPER SECUR PACKAGE
WITH ACCESSORIES

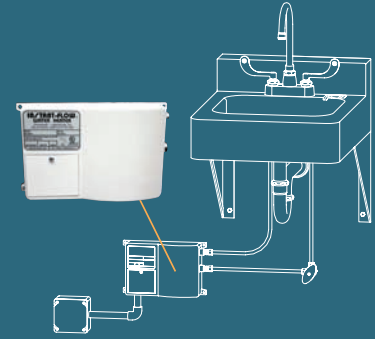
OPTIONAL FIXTURES

Murdock-Super Secur has many optional fixtures and restroom accessories. Please contact your sales representative or the factory for more information.

OTHER PRODUCTS & SERVICES

from Acorn Engineering's Family of Companies

AcornVac® provides Vacuum Plumbing and Drainage Systems that are viable and a reliable alternative to conventional gravity waste drainage with an eco-friendly flushing system that requires only 1/2 gallon of water per flush, regardless of the type of waste.



TANKLESS 1190 WATER HEATER

Chronomite® provides an economic alternative to traditional water heaters with their line of tankless instantaneous hot water heaters for use in a multitude of applications.



M-C76-2B-PF



M-30



M-43-PF

Represented By:



PO Box 3527 City of Industry, CA 91744 USA
P 800-591-9880 F 626-855-4860

murdock-supersecur.com

Cover Image: Fairway Series Model FW-717-G



Member of Acorn Engineering's
FAMILY OF COMPANIES

PAYMENT BOND

Contract No.: _____

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS,

THAT WHEREAS, the City of Alameda (“the City” as the primary obligee) has awarded to _____ (“Principal”), a _____ Contract (as amended from time to time, the “Contract”) for the _____ (the “Project”);

AND WHEREAS, it is one of the conditions of the Contract that these presents shall be executed;

NOW THEREFORE, we the undersigned Principal and _____ (the “Surety”), an admitted surety insurer in the State of California, are held and firmly bound unto the City, in the sum of _____ Dollars (\$ _____), we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally firmly by these presents.

[{REMOVE THE ADDITIONAL OBLIGEE PORTION IF IT IS NOT NEEDED FOR YOUR PROJECT}]
THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

1. The Contract is incorporated by reference in this Bond. Unless the context otherwise requires, capitalized terms used but not separately defined in this Bond have the meaning given to them in the Contract. If said Principal, or its subcontractors, or their respective heirs, executors, administrators, successors or assigns, shall fail to pay:

(a) any of the persons named in California Civil Code section 9100 involved in prosecution of the Work, including the design and engineering services or construction services, as provided for in the Contract, or

(b) any amounts due under the Unemployment Insurance Code, with respect to work or labor performed by such claimant under the Contract or subcontracts, or

(c) any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Principal and its subcontractors pursuant

to Revenue and Taxation Code Section 18662 et seq. with respect to such work and labor,
or

(d) anyone required to be paid by law,

then the Surety herein shall pay for the same, in an aggregate amount not exceeding the sum specified in this Bond, otherwise the above obligation shall be null and void. In case suit is brought upon this Bond, the Surety will pay reasonable attorney's fee to be fixed by the court.

2. This Bond shall inure to the benefit of any of the persons named in Civil Code section 9100 or anyone required to be paid by law under the Contract so as to give a right of action to such persons or their assigns in any suit brought upon this Bond.

3. The Surety agrees that no change, extension of time, alterations, additions, omissions or other modifications of the terms of the Contract, or in the work to be performed with respect to the Project, or in the specifications or plans, or any change or modification of any terms of payment or extension of time for any payment pertaining or relating to the Contract, or any rescission or attempted rescission of this Bond, solely due to acts of Principal, or any fraud practiced by any other person other than the claimant seeking to recover from this Bond, shall in any way affect its obligations on this Bond, and it hereby waives notice of such changes, extension of time, alterations, additions, omissions or other modifications.

4. This Bond shall cover all payment obligations under the Contract.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of

_____, 20____.

Correspondence or claims relating to this Bond should be sent to the Surety (or Sureties at the following address:

(Principal's name, title, and signature)

Surety
By: _____

Attorney-in-Fact

NOTE: Signatures of those executing for the Surety must be properly acknowledged, and a Power of Attorney attached.

FORM OF MULTIPLE OBLIGEE RIDER (Payment Bond)

This Rider is executed concurrently with and shall be attached to and form a part of Payment Bond No. _____.

WHEREAS, on or about the _____ day of _____, 20____, _____
_____ (hereinafter called "Principal"), entered into a _____
_____ Contract bearing the date of _____, 20____ (as amended from
time to time, hereinafter called the "Contract") with the City of Alameda (hereinafter called "the
City" as the primary Obligee) for the design and construction of the _____
Project; and

WHEREAS, initially capitalized terms not otherwise defined herein shall have the meanings set forth in the Contract; and

WHEREAS, the City requires that Principal provide a performance bond and that the East Bay Municipal Utility District ("EBMUD"), _____ and
_____ be named as additional obligees under the payment bond;
and

WHEREAS, Principal and _____ (the "Surety") have agreed to execute and deliver this Rider concurrently with the execution of the Payment Bond No. _____ (hereinafter referred to as the "Payment Bond") upon the conditions herein stated.

NOW, THEREFORE, the undersigned hereby agree and stipulate as follows:

East Bay Municipal Utility District is hereby added to the Payment Bond as named obligee (hereinafter referred to as "Additional Obligees").

The Surety shall not be liable under the Payment Bond to the City, the Additional Obligees, or any of them, unless the City, the Additional Obligees, or any of them shall make payments to Principal (or in the case the Surety arranges for completion of the Contract, to the Surety) in accordance with the terms of the Contract as to payments and shall perform all other obligations to be performed under the Contract in all material respects at the time and in the manner therein set forth such that no material default by the City shall have occurred and be continuing under the Contract.

The aggregate liability of the Surety under the Payment Bond, to any or all of the obligees, as their interests may appear, is limited to the penal sum of the Payment Bond. The Additional Obligees' rights under this Bond are subject to the same defenses Principal and/or the Surety have against the City. The total liability of the Surety shall in no event exceed the amount recoverable from Principal by the City under the Contract.

The Surety may, at its option, make any payments under the Payment Bond by check issued jointly to all of the obligees.

It is further understood and agreed that nothing contained in this Rider shall be held to change, alter or vary the terms of the attached Payment Bond except as set forth hereinabove. In the event of a conflict between the Payment Bond and this Rider, this Rider shall govern and control. All references to the Payment Bond, either in the Payment Bond or in this Rider, shall include and refer to the Payment Bond as supplemented and amended by this Rider. Except as herein modified, the Payment Bond shall be and remains in full force and effect.

The Rider may be executed in two or more counterparts, each of which shall be deemed to be an original, but which together shall constitute one and same instrument.

Signed, sealed and dated this _____ day of _____, 20__.

(Principal) (Seal)

By: _____
(Title)

(Surety) (Seal)

By: _____
Attorney-in-fact

PERFORMANCE BOND

Contract No.: _____

Bond No.: _____

KNOW ALL PERSONS BY THESE PRESENTS,

THAT WHEREAS, the City of Alameda, ("City" as the primary Obligee) has awarded to _____ ("Principal"), _____ (as amended from time to time, the "Contract"), which Contract is specifically incorporated by reference in this bond, for _____ Project (the "Project");

AND WHEREAS, it is one of the conditions of the Contract that these presents shall be executed;

NOW THEREFORE, we the undersigned Principal and _____ (the "Surety"), an admitted surety insurer in the State of California, are held and firmly bound unto the City, in the sum of

_____ Dollars (\$_____), we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally firmly by these presents.

[REMOVE THE ADDITIONAL OBLIGEE PORTION IF IT IS NOT NEEDED FOR YOUR PROJECT]

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

1. The Contract is incorporated by reference in this Bond. Unless the context otherwise requires, capitalized terms used but not separately defined in this Bond have the meaning given to them in the Contract.

2. If the Principal, or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and well and truly keep and perform all covenants, conditions, agreements, obligations and work under the Contract, including any and all amendments, supplements, and alterations made to the Contract as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify, defend and save harmless the City and all other Indemnified Parties, as therein stipulated, then this obligation shall become and be null and void; otherwise, it shall be and remain in full force and effect.

3. This Bond shall cover the cost to perform all the obligations of the Principal pursuant to the Contract.

4. The obligations covered by this Bond specifically include the performance of each and every obligation of Principal under the Contract including its liability for Liquidated Damages and warranties as specified in the Contract, but not to exceed the Bonded Sum.

5. The Surety agrees that no change, extension of time, alterations, additions, omissions or other modifications of the terms of any of the Contract, or in the work to be performed with respect to the Project, or in the specifications or plans, or any change or modification of any terms of payment or extension of time for any payment pertaining or relating to any of the Contract, or any rescission or attempted rescission of this Bond, solely due to acts of Principal, or any fraud practiced by any other person other than the City seeking to recover from this Bond, shall in any way affect its obligations on this Bond, and it hereby waives notice of such changes, extension of time, alterations, additions, omissions or other modifications.

6. The Surety agrees that payments made to contractors and suppliers to satisfy claims on the payment bond do not reduce the Surety's legal obligations under this Bond. Payments made to contractors or suppliers under any agreement where the Surety has arranged for completion of the work to satisfy this Bond will not be considered payment bond claims.

7. Whenever Principal is in default under the Contract, provided that the City is not then in material default under the Contract, the Surety shall promptly:

(a) remedy such default, or

(b) complete the work and perform the obligations covered by this Bond in accordance with the terms and conditions of the Contract then in effect, or

(c) select a contractor or contractors to complete all work and perform all obligations covered by this Bond for which a notice to proceed has been issued in accordance with the terms and conditions of the Contract, using a contractor or contractors approved by the City (provided, however, that the Surety may not select Principal or any affiliate of Principal to complete the work and perform the obligations for and on behalf of the Surety without the City's express written consent, in its sole discretion), arrange for a contract that contains substantially the same terms and conditions of the Contract between such contractor or contractors and the City, and make available as work progresses (even though there should be a default or a succession of defaults under such contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the unpaid balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety is liable hereunder, the Bonded Sum.

8. If Surety does not proceed as provided in Paragraph 7 of this Bond with reasonable promptness, Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the City to Surety demanding that Surety perform its obligations under this Bond, and the City shall be entitled to enforce any remedy available to the City.

9. The guarantees contained herein shall survive Final Acceptance of the Work called for in the Contract with respect to those obligations of Principal which survive such Final Acceptance.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this ____ day of

____, 20____.

Correspondence or claims relating to this Bond should be sent to the Surety (or Sureties at the following address:

(Principal's name, title, and signature)

Surety

By: _____

Attorney-in-Fact

NOTE: Signatures of those executing for the Surety must be properly acknowledged, and a Power of Attorney attached.

**FORM OF MULTIPLE OBLIGEE RIDER
(Performance Bond)**

This Rider is executed concurrently with and shall be attached to and form a part of Performance Bond No. _____.

WHEREAS, on or about the _____ day of _____, 20____, _____ (hereinafter called "Principal"), entered into a _____ Contract bearing the date of _____, 20____ (as amended from time to time, hereinafter called the "Contract") with the City of Alameda (hereinafter called "the City" as the primary Obligee) for the design and construction of the _____ Project; and

WHEREAS, initially capitalized terms not otherwise defined herein shall have the meanings set forth in the Contract; and

WHEREAS, the City requires that Principal provide a performance bond and that the East Bay Municipal Utility District ("EBMUD"), _____ and _____ be named as additional obligees under the performance bond; and

WHEREAS, Principal and _____ (the "Surety") have agreed to execute and deliver this Rider concurrently with the execution of the Performance Bond No. ____ (hereinafter referred to as the "Performance Bond") upon the conditions herein stated.

NOW, THEREFORE, the undersigned hereby agree and stipulate as follows:

East Bay Municipal Utility District is hereby added to the Performance Bond as named obligee (hereinafter referred to as "Additional Obligees").

The Surety shall not be liable under the Performance Bond to the City, the Additional Obligees, or any of them, unless the City, the Additional Obligees, or any of them shall make payments to Principal (or in the case the Surety arranges for completion of the Contract, to the Surety) in accordance with the terms of the Contract as to payments and shall perform all other obligations to be performed under the Contract in all material respects at the time and in the manner therein set forth such that no material default by the City shall have occurred and be continuing under the Contract.

The aggregate liability of the Surety under the Performance Bond, to any or all of the obligees, as their interests may appear, is limited to the penal sum of the Performance Bond. The Additional Obligees' rights under this Bond are subject to the same defenses Principal and/or the Surety have against the City. The total liability of the Surety shall in no event exceed the amount recoverable from Principal by the City under the Contract.

The Surety may, at its option, make any payments under the Performance Bond by check issued jointly to all of the obligees.

It is further understood and agreed that nothing contained in this Rider shall be held to change, alter or vary the terms of the attached Performance Bond except as set forth hereinabove. In the event of a conflict between the Performance Bond and this Rider, this Rider shall govern and control. All references to the Performance Bond, either in the Performance Bond or in this Rider, shall include and refer to the Performance Bond as supplemented and amended by this Rider. Except as herein modified, the Performance Bond shall be and remains in full force and effect.

The Rider may be executed in two or more counterparts, each of which shall be deemed to be an original, but which together shall constitute one and same instrument.

Signed, sealed and dated this _____ day of _____, 20__.

(Principal) (Seal)

By: _____
(Title)

(Surety) (Seal)

By: _____
Attorney-in-fact