

CITY OF ALAMEDA

SPECIFICATIONS AND PLANS

FOR

2020 PAVEMENT MANAGEMENT,
PHASE 39
HMA OVERLAYS & BASE REPAIR

No. P.W. 05-20-26

May 2020

BID DUE DATE:
BID OPENING TIME:
LOCATION:

Wednesday, June 10, 2020 by 2 p.m.
2:01 p.m.
Public Works Department
950 W. Mall Square, Room 110
Alameda, CA 94501

 5/19/2020
Scott Wikstrom
City Engineer

TABLE OF CONTENTS

	Page No.
List of Submittals	
Section I. Proposal and Contract Requirements	1
Section II. Legal Relations and Responsibility	5
Section III. Scope of Work	21
Section IV. Control	24
Section V. Control of Materials	29
Section VI. Prosecution and Progress	30
Section VII. Measurements and Payments	34
Section VIII. Special Provisions	37
Section IX. Quantities	38
Section X. Materials	39
Section XI. Description and Location of Work	40
Section XII. Construction Details	41
Section XIII. Mandatory Pre-Construction Meeting Submittals	69
Exhibit A Bidder's Proposal	
Exhibit B Sample Contractor Agreement	
Exhibit C Agreement to be Bound to PSA for the City of Alameda	
Exhibit D Emergency Form	
Exhibit E Performance Bond Form	
Exhibit F Payment Bond Form	
Exhibit G Bidder's Bond	
Exhibit H Waste Reduction & Recycling Plan (Form)	
Exhibit I Waste Reduction & Recycling Plan Final Summary Report (Form)	
Exhibit J Waste Management Report for Contractors	
Exhibit K Project Stabilization Agreement	

STATE OF CALIFORNIA STANDARD PLANS:

Pavement Markers and Traffic Lines, Typical Details	A20-A
Pavement Markers and Traffic Lines, Typical Details	A20-B
Pavement Markers and Traffic Lines, Typical Details	A20-D
Pavement Markings and Arrows	A24-A & A24-B
Pavement Markings, Words and Crosswalks	A24-D

ADDITIONAL RED CURB PAINTING

HMA Overlay Additional Red Curb Painting	Pages 1-4
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CITY OF ALAMEDA, CALIFORNIA
SPECIFICATIONS, SPECIAL PROVISIONS AND PLANS
FOR
PUBLIC WORK

SECTION I. PROPOSAL AND CONTRACT REQUIREMENTS

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

2020 PAVEMENT MANAGEMENT, PHASE 39
HMA OVERLAYS & BASE REPAIR
P.W. No. 05-20-26

Electronic specifications and bidders forms for bidding this project can only be obtained at the City of Alameda website, <https://www.alamedaca.gov/BUSINESS/Bid-on-City-Contracts> or by calling (510) 747-7900. There is no cost for the specifications.

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

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

D. PROPOSAL FORM. All bids must be made upon blank forms which are included in these specifications.

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

E. PRESENTING AND MARKING OF BIDS. Bids must be presented to the Public Works Department, 950 W. Mall Square, Room 110, Alameda, California, under sealed cover, plainly marked on the outside, "**2020 PAVEMENT MANAGEMENT, PHASE 39, HMA OVERLAYS & BASE REPAIR, P.W. No. 05-20-26**", not later than **2:00 p.m.** on the date set forth in the following paragraph.

Bids will be opened in the Public Works Department, 950 W. Mall Square, Room 110, Alameda, California, at **2:01 p.m. on Wednesday, June 10, 2020.**

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

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

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

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

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

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

J. REJECTION OR RETURN OF BIDS. Bids may be rejected if they show any alterations of form, additions not called for, conditional or alternative bids, incomplete bids, erasures or

irregularities of any kind. The right is reserved to reject any and all bids. The City reserves the right to return bids unopened.

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

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

L. AWARD OF CONTRACT. The award of contract, if it be awarded, will be to the responsible bidder who submits the lowest and best bid and whose proposal complies with all requirements described herein. The award, if made, will be made within ninety (90) days after the opening of the bids. All bids will be compared on the basis of the Engineer's estimate of quantities of work to be done. Once awarded, this contract may be mutually extended on a year-by-year basis, for up to four (4) additional years, based on satisfactory performance of all aspects of this contract. The Public Works Director shall, on or before April 1, submit written notice that the contract is to be extended upon the same terms and costs (plus an annual increase to consumer price index for the San Francisco Bay Area appropriate to the trades associated with the work for the previous calendar year) as the existing contract. In the event of a delay the City reserves the right to hold the Bidder to its bid for 90 days from the date the contract is awarded.

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

M. EXECUTION OF CONTRACT. The contract, in form and content satisfactory to the City, will be awarded at a regular City Council meeting (first and third Tuesdays of each month, except August). At least five (5) business days prior to the anticipated award date, the Contractor will be

notified of apparent award status and requested to provide the documents necessary to complete the contract process. Required documentation shall include two (2) copies of the contract executed by the Contractor, proof of insurance and Payment and Performance bonds. The Contractor will be given five (5) business days from the date the City Council awards the contract to obtain the relevant bonds and insurance along with any other documents required for submission.

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

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

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

SECTION II. LEGAL RELATIONS AND RESPONSIBILITIES

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

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

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

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

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

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

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

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

D. PREVAILING WAGES:

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

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

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

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

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

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

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

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

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

E. HOURS OF LABOR.

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

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

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

F. CERTIFIED PAYROLL.

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

- a. That the payroll for each payroll period contains the name, social security number, and address of each employee, his or her correct classification, including applicable area and group code, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid, and that such information is correct and complete;
 - b. That such laborer or mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions; and
 - c. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
2. If the Contractor or a subcontractor does not work during the payroll period, a Statement of Non-Working Days must be submitted for each day not worked.
 3. In the event of noncompliance with the requirements of such section after 10 Days written notice specifying in what respects compliance is required, the CONTRACTOR shall forfeit as a penalty to the CITY, \$25.00 for each calendar Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.

G. APPRENTICES.

1. Attention is directed to the provisions in sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him on contracts greater than \$30,000 or 20 working days. The Contractor and any subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.
2. Section 1777.5 requires the Contractor or subcontractor employing workers in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project, and which administers the apprenticeship program in that trade, for a certificate of approval, if they have not previously applied and are covered by the local apprenticeship standards.
3. The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if: (1) the Contractor employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions; or (2) if the Contractor is not a signatory to an apprenticeship fund and if the funds administrator is unable to accept Contractor's required contribution. The Contractor or subcontractor shall pay a like amount to the California Apprenticeship Council.
4. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

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

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

J. PERMITS AND LICENSES. The Contractor shall procure all permits and licenses, including City of Alameda business licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. However, the contractor will be reimbursed for construction permit fees. The estimated cost shown as an allowance in the bid proposal is only for bidding purposes. Payment shall be made for the actual cost of the permit. The cost for a City of Alameda business license is not reimbursable. Each Subcontractor shall have a current City of Alameda business license.

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

1. **A City of Alameda Business License from the City of Alameda, 2263 Santa Clara Avenue, Finance Department, Room 220, Alameda.**
2. **“No Parking, Tow Away” signs and Excavation Permit from City Hall, 2263 Santa Clara Avenue, Planning and Building Services, Room 190, Alameda.**

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

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

M. CONTRACTOR'S RESPONSIBILITY FOR THE WORK. Except as provided above, until formal acceptance of the work by the City, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the

expense thereof, except such injuries or damages occasioned by acts of the Federal Government or the public enemy. The Contractor will not be responsible for the cost of repairing or restoring damage to the work, which damage is determined to have been proximately caused by an act of God, in excess of 5% of the contracted amount.

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

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

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

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

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

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

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

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

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

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

At least 72 hours prior to beginning work on a section of street, curb or sidewalk that will affect use of the parking lane, the Contractor shall notify, by approved "No Parking - Tow Away" signs on barricades, all affected property owners, residents, businesses and agencies adjacent to that section of street. The “No-Parking” signs shall state the days, dates, and hours of parking lane closure, and shall be placed along the street on each side at no more than 50 feet spacing. The Contractor shall notify the Engineer at least one (1) working day in advance of the intent to post No-Parking signs, so that the timely posting can be verified by the Inspector. The Contractor is permitted to list up to one (1) working day before and one (1) working day after the scheduled days of work, as shown in the latest approved schedule on signs, in order to bracket the approved scheduled date of work. The Contractor shall remove the “No Parking” signs as soon as the parking lane is re-opened to parking.

If the Contractor is unable to meet the scheduled and noticed time for the work, the Contractor shall immediately notify the Engineer and remove the posted "No-Parking" signs. The Contractor shall submit a new scheduling request in writing to the Engineer. Upon written approval of the Engineer, the Contractor shall post signs at least 72 hours prior to beginning work per the revised schedule.

Work hours are limited between 8:00 A.M. and 5:00 P.M., except for vicinity of schools where the work hours are limited between 9:00 A.M. and 2:00 P.M.

Contractors must coordinate with the Alameda Unified School District on the streets that are in the vicinity of schools. The names of streets and the nearest schools are listed in order of priority:

Street Name

Encinal Avenue.
Washington Street
Calhoun Street
Island Drive (from Doolittle Drive to Oyster Shoals)
Packet Landing Road
Sea Bridge
Sea Bridge Court
Kofman Parkway
Dublin Way
Limerick Lane

Nearest School

Lincoln Middle School
Lincoln Middle School
Lincoln Middle School
Earhart Elementary School
Earhart Elementary School
Earhart Elementary School
Earhart Elementary School
Bay Farm School
Bay Farm School
Bay Farm School

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

S. UTILITIES. The location of railroad tracks, utility facilities and other structures shall be the responsibility of the Contractor. The Contractor shall contact the owners of those tracks, facilities and structures for any information that may be required. The Contractor shall contact Underground Services Alert (USA) at 800-642-2444 forty-eight (48) hours prior to commencement of work.

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

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

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

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

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

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

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

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

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

1. Gather all construction debris on a regular basis and place it in a dumpster or other container which is emptied or removed on a weekly basis. When appropriate, use tarps on the ground to collect fallen debris or splatters that could contribute to stormwater pollution. After breaking old pavement, remove all pieces to avoid contact with rainfall or runoff.
2. Remove on-site piles from the site on a regular basis. Only temporary storage is allowed. All temporary soil or other stockpiles on site shall be securely covered with a tarp, plastic sheeting or similar material.
3. Remove all dirt/mud, gravel, rubbish, refuse and green waste from the sidewalk, street pavement, and storm drain system adjoining the project site daily and prior to rain. Clean up leaks, drips and spills immediately. Avoid unnecessary driving on unpaved areas during wet weather.

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

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

6. Install filter materials (such as block and gravel bags, sandbags, filter fabric) at the storm drain inlets surrounding the project site. Such inlet protections shall be installed before: the start of the rainy season (October 1st), site de-watering activities, saw-cutting activities, or any other activity that may result in the discharge of material to the storm drain. Filter materials shall be maintained and/or replaced as necessary to minimize short-cutting and to remove sediment deposits and buildup. Accumulated sediment/debris shall be disposed of properly.

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

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

9. Never clean machinery, tools, brushes, etc. or rinse containers into a street, gutter, storm drain or stream. See the *Building Maintenance and Remodeling* BMP flyer and ACCWP BMP brochures for more information. Contact the Public Works Department at 747-7930 for assistance with obtaining these documents.

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

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

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

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

14. Maintain and if necessary, repair, all erosion prevention and sediment control measures throughout the contract term. Replacement supplies should be kept on site. Site inspections shall be conducted before and after each storm event, and every 24 hours for

extended storm events, to identify areas that contribute to erosion and sediment problems or any other pollutant discharges. If additional measures are needed, inform the City Engineer immediately and document all inspection findings and actions taken.

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

Sampling Procedures:

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

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

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

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

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

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

These recommendations are intended to be used in conjunction with the State's Best Management Practices Municipal and Construction Handbooks, local program guidance materials

from municipalities, Section 7.1.01, of the Standard Specifications and any other appropriate documents on storm water quality controls for construction. If you need assistance in checking these documents, contact Clean Water Program Specialist at 510-747-7930.

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

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

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

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

- The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations owned, leased, or supervised by the Contractor and the subcontractors for the construction, supply and service contracts entered into by the Contractor;
- Any facility to be utilized in the accomplishment of this contract is not listed on the Environmental Protection Agency's List of Violating Facilities pursuant to 40 CFR, Part 15.20;
- In the event a facility utilized in the accomplishment of this contract becomes listed on the EPA list, this contract may be canceled, terminated, or suspended in whole or in part;
- It will comply with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Water Pollution Control Act relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308, respectively, and all regulations and guidelines issued thereunder;

- It will promptly notify the Government of the receipt of any notice from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility utilized or to be utilized in the accomplishment of this contract is under consideration for listing on the EPA List of Violating Facilities;
- It will include the provisions of Paragraph a. through g. in every subcontract or purchase order entered into for the purpose of accomplishing this contract, unless otherwise exempted pursuant to the EPA regulations implementing the Air or Water Acts above (40 CFR, Part 15.5), so that such provisions will be binding on each subcontractor or vendor;

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

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

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

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

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

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

Restricted Chemicals

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

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

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

General Pesticide Usage Practices

Contractor shall ensure implementation of the following practices:

1. All pesticide applications shall be performed according to the manufacturer's instructions as detailed on the product label, and in accordance with all applicable state and local laws and regulations set forth to protect the environment, the public, and the applicator; and properly dispose of unused pesticides and their containers.
2. Pesticides that are not approved for aquatic use will not be applied to areas immediately adjacent to water bodies where through drift, drainage, or erosion, there is a reasonable possibility of a pesticide being transported into surface water.
3. Applicators will always avoid applications of pesticides that directly contact water, unless the pesticide is registered under Federal and California law for aquatic use.
4. Obtain coverage under the Statewide General NPDES Permit prior to discharging pollutants from the use of aquatic pesticides directly to the waters of the United States, or onto aquatic plants growing in waters of the United States (as required by the State Water Quality Resources Control Board).

Posting of Warning Notices Prior to Pesticide Application

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

Annual Pesticide Use Summary Report

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

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

Best Management Practices (BMPs)

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

1. Follow all federal, state, and local laws and regulations governing the use, storage, and disposal of pesticides and training of pest control advisors and applicators.
2. Use the most effective, least toxic pesticides that will do the job, provided there is a choice. The agency will take into consideration the LD50, overall risk to the applicator, and impact to the environment (chronic and acute effects).
3. Apply pesticides at the appropriate time to maximize their effectiveness and minimize the likelihood of discharging pesticides in stormwater runoff. Avoid application of pesticides if rain is expected (this does not apply to the use of pre-emergent herbicide applications when required by the label for optimal results.)
4. Employ techniques to minimize off-target application (i.e. spray drift) of pesticides, including consideration of alternative application techniques. For example, when spraying is required, increase drop size, lower application pressure, use surfactants and adjuvants, use wick application, etc.
5. Apply pesticides only when wind speeds are low.
6. Mix and apply only as much material as is necessary for treatment. Calibrate application equipment prior to and during use to ensure desired application rate.
7. Do not mix or load pesticides in application equipment adjacent to a storm drain inlet, culvert, or watercourse.
8. Properly inspect applicator equipment to prevent accidental pesticide leaks, spills and

hazards to applicators and the environment.

9. Meet local fire department and Alameda County Agricultural Commissioner storage requirements for pesticide products. Provide secondary containment for liquids if required.
10. Prepare spill kits, store the kits near pesticides, and train employees to use them.
11. Store pesticides and other chemicals indoors in a locked and posted storage unit, as per California Code of Regulations.
12. Store pesticides in labeled containers, as per California Code of Regulations.
13. Rinse empty pesticide/herbicide containers, and empty in the spray, as per California Code of Regulations.
14. Dispose of triple-rinsed empty pesticide containers according to recommendations of the Alameda County Agricultural Commissioner and the manufacturer.
15. Try to find a qualified user for any unwanted pesticides, or return to the manufacturer if unopened. If disposal is required, contact Alameda County's Household Hazard Waste Collection Program at (510) 670-6460 between 8:30 AM and 5:00 PM., Monday through Friday, to make appropriate disposal arrangements, or to recycle the material.
16. If changing pesticides or cleaning spray tanks, use tank rinse water as the product, over a targeted area within the application site.
17. Irrigate slowly to prevent runoff, and do not over-water.

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

SECTION III. SCOPE OF WORK

A. **WORK TO BE DONE.** The work to be done consists of furnishing all labor, tools, equipment, materials, except as herein specified, and doing all work associated with routine maintenance and repair work on public streets in the City of Alameda, depending upon funding available and bid results. Work will include removal and replacement of select portions of pavement. The full width of each street will then be resurfaced with asphalt concrete. New detectable warnings (truncated domes) will be added to all curb ramps that lack them at present, in accordance with the Americans with Disabilities Act Accessibility Guidelines.

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

This project proposes to overlay three 3 streets. The following streets have been identified for reconstruction of pavement failure areas, wedge planing and/or full planing, hot mixed asphalt overlay, traffic/pavement marking removal/replacement, and adjusting manholes, water valve boxes, survey monuments to grade:

1. Aughinbaugh Way, from McCartney Road to Bay Edge Road
2. Bay Edge Road (East Side), from Aughinbaugh Way to 250 ft N of Adelphan Way
3. Bay Edge Road (West Side), from Aughinbaugh Way to 250 ft N of Adelphan Way
4. Kofman Parkway, from Applegate Way to Aughinbaugh Way

This project also proposes to reconstruct of pavement failure areas on various streets throughout the city. (see plans).

The repair location, as well as the repair quantities shown, are for indicative purposes only to show the typical work to be done and are not binding. Total required quantities of work will be limited to available budget.

Within five (5) working days of the date the work is to commence pursuant to the NTP, the Contractor shall submit the Initial Project Submittal Package to the City Engineer for review.

The Initial Project Submittal Package shall address the entire project, and shall include the Traffic Control Plan (first 10 working days at minimum), SWPPP, Waste Management Plan, and the full project schedule. Contractor shall not commence work in the field until Engineer has approved the Initial Project Submittal Package.

The Contractor shall have twenty (20) consecutive working days from the date the work is to commence pursuant to the Notice to Proceed to complete the work.

Contractor shall not work during City holidays. 2020 holidays include:

Holiday

Labor Day

Veteran's Day

Thanksgiving Day

Date

Monday, September 07, 2020

Wednesday, November 11, 2020

Thursday, November 26, 2020

Day after Thanksgiving Day
Christmas Day
New Year's Day 2021

Friday, November 27, 2020
Friday, December 25, 2020
Friday, January 01, 2021

The following City events are planned for Calendar Year 2020:

<u>Event</u>	<u>Date</u>
Classic Car Show (Park Street)	October 12, 2020
Halloween Treats (Park Street)	October 31, 2020 (from 3-6 p.m.)
Halloween Treats (Webster Street)	October 31, 2020 (from 1-4 p.m.)

Farmer's Market (Webster Street at Haight Avenue) - Every Tuesday and Saturday (year-round) from 9 a.m. to 1 p.m.

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

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

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

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

All force account work shall be recorded and tracked daily upon Time and Material Tentative Extra Work Order report sheets furnished by the Contractor to the Engineer and signed

by both parties, which daily reports shall thereafter be considered the true record of force account work done. Verification of time and materials shall be made on a daily basis by the Inspector or by his/her designee.

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

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

SECTION IV. CONTROL

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

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

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

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

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

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

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

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

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

D. COORDINATION OF PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS.

These specifications, the plans, special provisions and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be cooperative, to describe, and to provide for a complete work. Plans shall govern over specifications; special provisions shall govern over both specifications and plans.

E. INTERPRETATION OF PLANS AND SPECIFICATIONS AND ADDENDA THERETO.

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

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

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

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

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

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

AND/OR

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

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

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

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

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

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

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

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

Working hours in the field are restricted to 8 AM through 5 PM, Monday through Friday, excluding City Holidays, and shall constitute "normal working hours." The Public Works Department Inspectors work on Friday's and can be reached at 510-747-7900. In some locations, as noted on the Plans, normal working hours may be further restricted to avoid traffic and/or school-related conflicts. Any work in the field performed outside of these hours, including but not limited to construction, clean up, placement of traffic control devices, and

mobilization/demobilization, shall be subject to removal and the Contractor fined \$5,000 per incident, unless such work has been previously authorized by the Engineer in writing.

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

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

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

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

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

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

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

The Contractor shall be held responsible for and must make good any defects through faulty, improper or inferior workmanship or materials arising from or discovered in any part of the contract work within one year of the completion and acceptance of the same. The bond for faithful

performance, furnished by the Contractor, shall cover such defects and protect the City of Alameda against any and all such defects.

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

SECTION V. CONTROL OF MATERIAL

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

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

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

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

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

SECTION VI. PROSECUTION AND PROGRESS

A. PROGRESS OF THE WORK AND TIME FOR COMPLETION. Within five (5) working days of the date the work is to commence pursuant to the Notice to Proceed, the Contractor shall submit the Initial Project Submittal Package to the City Engineer for review. The Initial Project Submittal Package shall address the entire project, and shall include the Traffic Control Plan (first 10 working days at minimum), SWPPP, Waste Management Plan, and the full project schedule. Contractor shall not commence work in the field until Engineer has approved the Initial Project Submittal Package.

The Contractor shall have twenty (20) consecutive working days from the date the work is to commence pursuant to the NTP to complete all work, including punch list items. The Contractor shall not commence construction on any section of the work until such time that he/she shall have on the ground, or can furnish definite assurance to the Engineer that there will be available when required, all the materials necessary to complete the section of the work upon which construction is to begin.

The Contractor shall submit a two 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.

The Engineer will hold a preconstruction conference approximately two (2) weeks before the date the work is to commence pursuant to the NTP for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, traffic detour plans, materials to be ordered, equipment to be used, proposed schedule, proposed traffic control, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include all major superintendents for the work and major Subcontractors who will be on the jobsite on a daily basis during their phase of the work.

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

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

The Contractor shall submit a two -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.

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

In order to minimize disturbances to residents and public the Contractor shall:

1. **Backfill and resurface failed area locations the same working day as the start of break out.**
2. Resurface planed AC areas the same working day from the day the areas were planed. The streets shall be swept, repeatedly if necessary, to minimize loose material.

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

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

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

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

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

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

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

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

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

F. SUSPENSION OF CONTRACT. If, at any time, in the opinion of the City Council, the Contractor has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing will be served upon him; and shall he neglect or refuse to provide means for a satisfactory compliance with the contract, as directed by the Engineer, within the time specified in such notice, the City Council in any such case shall have the power to suspend the operation of the contract. Upon receiving notice of such suspension, the Contractor shall discontinue said work, or such parts of it as the City Council may designate. Upon such suspension, the Contractor's control shall terminate, and thereupon the City Council or its duly authorized representative may take possession of all or any part of the Contractor's materials, tools, equipment and appliances upon the premises, and use the same for the purpose of completing said contract, and hire such force and buy or rent such additional machinery, tools, appliances, and equipment, and buy such additional materials and supplies at the Contractor's expense as may be necessary for the proper conduct of the work and for the completion thereof; or may employ other parties to substitute other machinery or materials, and purchase the materials contracted for, in such manner as the City Council may deem proper; or the City Council may annul and cancel the contract and relet the work or any part thereof. Any excess of cost arising therefrom over and above the contract price will be charged against the Contractor and his sureties, who will be liable therefor. In the event of such suspension, all monies due the Contractor or retained under the terms of this contract shall be forfeited to the City; but such forfeiture shall not release the Contractor or his sureties from liability for failure to fulfill the contract. The Contractor and his sureties will be credited with the amount of money so forfeited toward any excess of cost over and above the contract price, arising from the suspension of the operations of the contract and the completion of the work by the City as above provided; the Contractor will be so credited with any surplus remaining after all just claims for such completion have been paid.

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

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

SECTION VII. MEASUREMENTS AND PAYMENT

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

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

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

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

Partial Payments

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION VIII. SPECIAL PROVISIONS

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

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

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

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

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

SECTION IX. QUANTITIES

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

Quantities shall be determined by the Contractor from plans and specifications, and /or pre-construction meeting and walk - through. Any discrepancy or conflict shall be reported to the Engineer. Contractor shall be held responsible for any discrepancies or conflicts not reported to the Engineer four (4) working days prior to the bid opening.

The basis of award of contract shall be by the City of Alameda for the lowest and best bid that will best serve the City's need.

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

TABULATION OF PRELIMINARY ESTIMATE OF QUANTITIES

Item No.	Description	Quantity	Unit
1.	Detectable Warning	2,772	Square Foot
2.	Full Planing, 2" deep	900	Square Yards
3.	Wedge Planing, 6 feet wide x 2" deep	6,250	Linear Foot
4.	HMA Patch (2" deep)	4,000	Square Foot
5.	Reconstruct Pavement Failed Area (4" deep)	610	Cubic Yards
6.	Reconstruct Pavement Failed Area (6" deep)	1,500	Cubic Yards
7.	Hot Mix Asphalt, Type HMA-A	1,450	Tons
8.	Adjust Manhole Frames to Grade	22	Each
9.	Adjust Survey Monuments to Grade	11	Each
10.	Remove & Replace Thermoplastic Traffic Stripes, Pavement Markings and Markers and Curb Painting	1	Lump Sum
11.	Pavement Markers (Blue Reflective)	9	Each
12.	EBMUD G5 Box	16	Each
13.	Permit Allowance	1	Allowance

SECTION X. MATERIALS

The Contractor shall furnish for use under these special provisions all materials required to complete the contract, except as described under Section VII of the specifications.

SECTION XI. DESCRIPTION AND LOCATION OF WORK

A. DESCRIPTION OF WORK The work to be done consists of doing all work associated with the repair and resurfacing of various streets within the City of Alameda and which is summarized in Section 01010 Summary of the Work and which is described in detail in the plans and specifications.

All work is to be in conformance with the plans and specifications as required by the Engineer. The contract shall include all work necessary to make the job complete as herein specified or as shown on the plans. The contract may be awarded at the discretion of the City or depending on available funding.

B. PLANS The following drawings dated April 29, 2020, are incorporated into these Specifications:

TITLE
2020 Pavement Management, Phase 39
HMA Overlays & Base Repair
No. P.W. 05-20-26

DRAWING NO.
9366

SECTION XII. CONSTRUCTION DETAILS

The construction details covered under this Section XII shall be Special Provisions as set forth in Section VIII.

A. MAINTAINING TRAFFIC. Attention is directed to Section 7-1.08, "Public Convenience", 7-1.09, "Public Safety", of the State of California Standard Specifications, and to Section II, Article P of these specifications.

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

The Contractor will not be permitted to detour traffic from the work area at any time. The Contractor will be required to maintain two-way traffic at all times. Any lane closure shall be subject to the prior approval of the City Engineer.

The full width of the traveled way shall be open for use by public traffic when construction operations are not actively in progress on working days.

Prior to commencement of work, the Contractor shall provide the Engineer with sketches for approval, indicating the method of signing and necessary delineators for proposed lane closures.

The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make his own arrangement relative to keeping the work area clear of parked vehicles.

The provisions of Section 7-1.08 of the Standard Specifications, regarding State-furnished signs, are hereby revised to provide that all signs and other warning devices shall be provided by the Contractor and shall become his/her property after the completion of the contract. The Contractor shall refer to the current "Manual of Warning Signs, Lights and Devices for Use in the Performance of Work Upon Highways" and the "Uniform Sign Chart" issued by the Department of Transportation, Division of Operations.

Flagmen, if necessary, shall be properly equipped and trained in accordance with "Instructions to Flagmen", published by the California Department of Transportation. Section 12-2.02 is revised to provide that all flagmen shall be furnished by the Contractor at his/her expense.

The provisions in this section may be modified or altered if, in the opinion of the Engineer, public traffic will be better served and work expedited. Said modifications or alterations shall not be adopted until approved in writing by the Engineer.

No additional compensation will be allowed the Contractor for providing for the free passage of traffic through the work. Construction work hours are restricted between 8:00 AM to 5:00 PM, Monday through Friday.

Whenever vehicle or equipment is parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with florescent traffic cones or portable delineators placed on a taper in advance of the parked vehicle or equipment and along the edge of the pavement at 25-foot intervals to a point no less than 25 feet past the last vehicle or piece of equipment. A minimum of nine (9) cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a telescoping flag tree with flags. The flag tree shall be placed where directed by the Engineer.

Contractor shall be responsible for posting “No Parking-Tow Away” Signs for the seventy-two (72) hours prior to construction. Contractor must obtain these signs at his/her own expense from the City’s Planning and Building Office or at the Department of Public Works. No parking 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.

All vehicular, bicycle, and pedestrian traffic shall be permitted to pass through the work, unless other existing streets stipulated in the special provisions. **Contractor must comply with ADA requirements, by providing pedestrian access on the sidewalk and crosswalk during construction.**

The Contractor shall furnish, install and maintain such facilities as barricades, traffic signs, and flagmen, as may be necessary to advise the public of construction hazards and to control traffic. A traffic control plan identifying the size and location of such facilities shall be submitted to the Engineer for approval a minimum of two weeks prior to beginning construction. Any work being performed without proper signing in place shall be stopped until the unsatisfactorily condition is corrected. **Contractor shall submit to the Engineer a traffic control plan signed and stamped by a Traffic Engineer registered in the state of California for any work that will impact vehicular, bicycle, and pedestrian traffic in the area and shall be developed to show the actual field conditions and not a typical plan. The contractor must have an approved plan prior to commencing of work. All Traffic Control Plans must be in conformance with Manual on Uniform Traffic Control Devices-CA (MUTCD-CA) regulations and guidelines. Contractor shall submit Traffic Control Plan for approval to the Engineer at the pre-construction. Any work being performed without proper signing in place shall be stopped until the unsatisfactory condition is corrected.**

The Contractor shall place barriers at each end of all excavations and at such places along excavations as may be necessary to warn all pedestrian and vehicular traffic of excavations. Lights shall also be placed along excavations (from sunset each day to sunrise of the next day) until excavation is entirely restored. Material for backfill or for protection of excavation in public roads from surface drainage shall be neatly placed and stored in containers so as to cause the least possible interference with public travel. Free access must be maintained to all fire hydrants, water valves and meters, and private driveways.

No trench or excavation shall be left open at the end of any day’s work. Daily traffic control measures shall continue until cleanup activities have been satisfactorily completed and all of the Contractor’s equipment has been removed from the traveled way area.

The provision of this section will not relieve the Contractor from his/her responsibility to provide such additional devices or take such measures as may be necessary to comply with the provision in Section 7-1.09, "Public Safety," of the Standard Specifications.

Contractor shall not work on multiple streets at a time unless approved by the Engineer.

See Section II, P. for traffic control guidelines. This section also outlines times construction is allowed on certain streets in the City. (Night work, if requested by the Contractor, must be approved by the City Engineer.)

Payment Please refer to Section XII, O, Bid Item 2 for payment.

B. ORDER OF WORK. Order of work shall conform to provisions of Section 5-1.05, "Order of Work", of the Standard Specifications and these Special Provisions.

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

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

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

C. PORTLAND CEMENT CONCRETE. All concrete shall be Class "A" unless otherwise specified and shall meet the requirements of the Standard Specifications, Section 90. If it is found necessary to increase the slump of concrete at the site of the work it shall be done only by the addition of 16 pounds of cement (1/6 sack) per gallon of water. Such addition shall be made only at the direction of the Engineer and in his presence.

All edges of concrete shall be edged with a cement edger of the size 2-3/4" in width with a 3/16" radius. All joints or grooves that are indicated on the plans or required by the Engineer shall be marked with cement grooves or jointers 4" in width and having a groove 3/8" wide at the top and a depth of 1/4" to 1/2".

A power driven pavement saw shall be used to cut existing Portland cement concrete sidewalk, curb and gutter where it is necessary to remove the concrete. The depth of the cut shall be a minimum of 1-1/2" and straight; and, if two cuts are made, they shall be parallel. The cut shall be deep enough to permit complete breakage of the concrete without ragged edges. Sawcut debris is not permitted to enter the storm drain system and shall be vacuumed up by the contractor.

All concrete with exposed surfaces, such as sidewalk, curb, gutter, local depressions, driveway and catch basins tops shall be colored by adding to the mix a proportionate amount of the best quality lampblack, such proportion to be determined by the Engineer.

All new or previously existing concrete surfaces shall be left neat, clean and free from concrete droppings. The Contractor shall be responsible for preventing vandals or others from disfiguring or defacing the finished surfaces. Any new concrete surfaces disfigured due to pouring late in the day, or due to the failure on the part of the Contractor to provide adequate protection or covering to the new surfaces, shall be replaced at the Contractor's expense. The work shall conform to Section I.T. Construction Site Control and Section III. E. Clean Up.

The name of the Contractor and the year the work is performed shall be stamped upon both ends of each single piece of any concrete work, as called for by Section No. 22-5.3 of the Municipal Code. Contractor shall obtain a load slip from each delivery and give one copy of said slip to the Engineer at the point of deliver of the material.

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

D. EQUAL AND/OR APPROVED EQUAL

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

E. DISPOSAL OF EXCAVATED MATERIALS. See Section II., V.

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

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

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

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

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

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

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

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

Prior to any lateral extension excavation, the area must be reviewed by the Engineer or his representative, and if required, the City Arborist shall supervise the excavation and any root cutting or shaving where tree conflicts exist.

If root trimming is not allowed by the City Maintenance Division, all trees that could be damaged from equipment will require protection from physical injury. Tree trunks are to be wrapped with orange plastic construction fencing from the base up to the first branch. The plastic fencing must be wrapped to a minimum thickness of 2 inches to protect from possible injury. Additional protection from larger equipment can be provided by strapping 2x4 boards over the orange fencing on the side of the tree where there is a potential for injury. When trenching is undertaken, the size of the equipment may require that upper scaffold stems are also wrapped and protected. Hand digging is the only acceptable method for excavating the soil within five feet of the base of trees.

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

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

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

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

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

Any necessary relocations of utilities, whether shown on the Drawings or not, shall be coordinated with the affected utility. The Contractor shall perform the relocation only if instructed to do so in writing from the utility and the Engineer. Payment for work not shown on the Drawings

shall be in accordance with Section VII, Article B, of these specifications or for a price previously agreed upon in writing, by the Contractor and the Engineer. If the Contractor does not expose all required utilities, he shall not be entitled to additional compensation for work necessary to avoid interferences, nor for repair to damaged utilities.

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

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

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

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

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

There are existing overhead electric and telephone transmission lines along the pipeline routes. These overhead utilities are not shown on the Drawings. Extreme caution shall be used when working in the vicinity of overhead utilities so as to prevent injury to workmen or damage to the utilities. The Contractor shall be required to comply with the applicable provisions of the California Construction Safety Orders when working anywhere on this project.

Existing gas, water, sewer and telephone house laterals are not specifically shown on the Drawings but do exist along the pipeline routes. Protect all service laterals from damage due to construction operations. If any laterals are damaged, notify the Engineer and the affected utility immediately. The cost of repair shall be borne by the Contractor.

I. EXCAVATION AND BACKFILL Method of excavation, trench shoring and dewatering, if applicable, shall be the responsibility of the Contractor, subject to the approval of the Engineer. It should be presumed that the presence of high groundwater will require dewatering operations.

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

Any excavation shall be supported so that it will be safe and the ground alongside the excavation will not slide or settle, and all existing improvements, either on public or private property, will be fully protected from damage.

Any damage or collapse of pavement or improvements beyond the trench shoring or excavation limits, due to sliding, caving, or settling of ground during excavation, construction, or backfilling, or from construction equipment, shall be repaired to the satisfaction of the Engineer at the Contractor's expense. All supports shall be removed after construction is completed, unless otherwise directed by the Engineer, and shall be withdrawn in a manner that will prevent the caving of the sides of the excavation. All openings caused by the removal of supports shall be filled with suitable material properly compacted.

Approved local or imported material shall be used for backfill. When the material from the excavation is unsuitable for backfill; it shall be disposed of and a suitable material (free from large stones) and approved by the Engineer, shall be furnished by the Contractor for the backfill. Backfilling shall be accomplished by tapping or ramming with proper tools for the full depth to sub-grade elevation in six inch (6") layers or less. Relative compaction shall be ninety five percent (95%) or more as determined by the Impact or Field Method Compaction Test. Flooding or jetting of backfill shall not be allowed.

Backfilling of trenches in pipe areas shall be accomplished by backfilling on both sides of the pipe simultaneously so that injurious side pressures do not occur. Backfilling around the pipe by bulldozer or other mechanical equipment will not be allowed.

Guidelines for site preparation, suitable backfill material, material requirements, fill placement and compaction are outlined in the Geotechnical Report.

Payment for excavation and backfill shall be included in the various bid items of these specifications. The contractor shall provide the engineer daily load tags for backfill material used.

J. EXTENT OF CONTRACT. The Contractor shall furnish all labor, material has herein specified, tools and equipment necessary and shall do all the work necessary to construct and put in complete order for use the construction project contemplated by these specifications, the various items, and in the approximate quantities tabulated in the Proposal, Section XIV.

1. **PERMIT ALLOWANCE (BID ITEM NO. 13).** Refer to Section II, Item H of this specification. The amount shown in the bid form is an allowance, which will change after the contract is awarded. Contractor will provide copies of receipts as proof of payment.

Payment shall be made for the actual cost of the permit.

2. **FIELD MARKINGS.** Pavement resurfacing limits are to be designated in the field by the Contractor as instructed by the Engineer. The boundary limits of pavement resurfacing and breakout limits will be marked in the field with white paint. Location of pavement markings to be painted after resurfacing will be designated with paint on the top of curb.

The bid documents include an estimate of cubic yards for base repair. Actual locations of base repair will be marked after the contract has been awarded and prior to the commencement of pavement work.

3. **COLD PLANE ASPHALT CONCRETE PAVEMENT [BID ITEM NO.'s 2, and 3].** Existing asphalt concrete pavement shall be cold planed at the locations and to the dimensions shown on the plans or as directed by the Engineer in the field.

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

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

The depth, width, and shape of the cut shall be as shown on the plans or as designated by the Engineer. The final cut shall result in a uniform surface conforming to the plans. The outside lines of the planed area shall be neat and uniform. Planing asphalt concrete pavement operations shall be performed without damage to the surfacing to remain in place.

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

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

Where transverse joints are planed in the pavement at conform lines no drop-off shall remain between the existing pavement and the planed area when the pavement is opened to public traffic. HMA for temporary tapers shall be placed to the level of the existing pavement and tapered on a slope of 30:1 (Horizontal: Vertical) or flatter to the level of the planed area. **HMA tapers shall be placed adjacent to driveways as directed by the Engineer to prevent cars from scraping the pavement/driveway surfaces when using the driveway after the planing operation.** HMA tapers shall also be placed at pedestrian crosswalks to meet ADA accessibility guidelines.

HMA for temporary tapers shall be the same quality as the HMA used elsewhere on the project. HMA for tapers shall be compacted by any method that will produce a smooth

riding surface. Temporary HMA tapers shall be completely removed, including the removal of loose material from the underlying surface, before placing the permanent surfacing. The removed material shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

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

Temporary lane line, center line should be placed on the street by paint after planning operation.

Cold Plane Asphalt Concrete Pavement, Full Plane (Bid Item No. 2) will be measured by the square yard. The quantity to be paid for will be the actual area of surface cold planed irrespective of the number of passes required to obtain the depth shown on the plans.

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

The average depth of cut shall be two inches (2") below the surface of the existing asphalt concrete. The outside lines of the planed area shall be neat and uniform. The street surfacing to remain in place and the existing concrete curb and gutter shall not be damaged in any way.

Cold Plane Asphalt Concrete Pavement, Wedge Cut (Bid Item No 3). Planing and removing asphalt concrete pavement will be measured by the linear foot. The quantity to be paid for will be the actual length of half street cold planed with a wedge cut, irrespective of the number of passes required to obtain the depth shown on the plans. Each half street will be counted separately. The depth of cut shall be two inches (2") below the surface along the gutter lip, along curb face, or along limits of wedge cut as shown on the plans, tapered out to zero depth over a minimum six-foot (6') width for wedge cut. The street surfacing to remain in place and the existing concrete curb and gutter shall not be damaged in any way.

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

Payment: The contract price paid per square yard for cold plane asphalt concrete pavement, full plane (**Bid Item No. 2**) and the contract unit price paid per linear foot for cold plane asphalt concrete pavement, wedge cut (**Bid Item No. 3**) shall include full compensation for furnishing all labor, traffic control, materials, tools, equipment, mobilization, and incidentals, and

for doing all the work involved in cold planing asphalt concrete surfacing and off hauling and disposing of materials removed, removal and disposal of fabric membrane, temporary traffic striping; and constructing, maintaining, removing, and disposing of temporary HMA tapers, as specified in the Standard Specifications and these special provisions and as directed by the Engineer.

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

4. REPLACE ASPHALT CONCRETE SURFACING [Bid Item No.'s 4, 5 and 6]. This work includes removing existing asphalt concrete surfacing and replacing with hot mix asphalt (HMA). The Engineer determines the exact limits of replaced asphalt concrete surfacing. Replacements that are 2" thick are called "HMA Patch" on the plans. Replacements that are 4" and 6" thick are called "Reconstruct Pavement Failure Areas".

Materials

HMA Type A and tack coat shall comply with the specifications in Section 391.02, "Materials" of the Standard Specifications.

The grade of asphalt binder mixed with aggregate for HMA must be PG 64-10.

The aggregate for HMA shall comply with the 1/2 - inch grading if within 2 inch of the finished grade. Lower lifts may be 3/4 - inch grading.

Construction

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

At least 72 hours prior to beginning work on a section of street scheduled for asphalt concrete surfacing replacement, the Contractor shall notify all affected property owners, residents, business and agencies adjacent to that section of street, by flyer and by approved "No Parking - Tow Away" signs on barricades of the work to be done, dates and hours of work, and lack of access to and from driveways for brief periods. The "No-Parking" signs shall state the days, dates, and hours of lane closure, and shall be placed along the street on each side at no more than 50 feet spacing, including no-parking zones. The Contractor shall notify the Engineer at least one (1) working day in advance of the intent to post no parking signs and distribute flyers, so that the timely posting can be verified by the Inspector. The Contractor is permitted to list up to one (1) working day before and one (1) working day after the scheduled days of work, as shown in the latest approved schedule, on signs and flyers, in order to bracket the approved scheduled date of work. The Contractor shall remove the "No Parking" signs as soon as the street is back open to traffic.

If the Contractor is unable to meet the scheduled and noticed time for the work, the Contractor shall immediately notify the Engineer and remove the posted "No-Parking" signs. The Contractor shall submit a new scheduling request in writing to the Engineer. Upon written approval of the Engineer, the Contractor shall post signs and notify residents with new flyers at least 72 hours prior to beginning work per the revised schedule.

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

Before removing asphalt concrete, outline the replacement area and cut neat lines with a saw or grind to full depth of the existing asphalt concrete. Do not damage asphalt concrete and base remaining in place. Remove asphalt using cold planer. The failure areas shall be excavated to required depth of 2", 4", and 6" as shown in plans and marked on site.

Reconstruction shall consist of compacting aggregate base, if exposed, placing a tack coat of SS-1 emulsified asphalt, and placing asphalt concrete as detailed on plan. **Placement shall be by paving machine.** Maximum size aggregate shall be 1/2" inches. HMA shall be placed in two (2) lifts for locations 4" and 6" deep. The finish HMA shall be rolled flush with the adjacent existing pavement or planed surface. Subgrade may be tested by qualified personnel, arranged by the Engineer, to assure that the required compaction has been obtained.

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

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

Dispose of removed material under Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications, and Section C (Disposal of Excavated Materials) above.

Measurement and Payment

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

The contract price paid per cubic yard (4" and 6" deep) (**Bid Item's 5 and 6**), and per square foot (2" deep) (**Bid Item 4**) for replacement of asphalt concrete surfacing includes full compensation for furnishing all labor, traffic control, materials, tools, equipment, mobilization, and incidentals, and for doing all the work involved in replacing asphalt concrete surfacing

including surface preparation, public noticing, saw-cutting, removal and disposal of excavated material, removal and disposal of fabric, tree root trimming, compaction, tack coat and HMA , complete in place as shown on the plans, as specified in the Standard Specifications and the special provisions, and as directed by the Engineer. The Contractor shall furnish and supply water with no additional payment to be made therefor.

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

5. **HOT MIX ASPHALT (HMA), [BID ITEM NO. 7].** **Summary** - This work includes producing and placing hot mix asphalt type A (HMA-A) using the "Standard" specification.

Comply with Section 39, "Hot Mix Asphalt," of the Standard Specifications AS CURRENTLY AMENDED. This section has been completely replaced by the latest amendments.

Materials

The grade of asphalt binder mixed with aggregate for HMA must be PG 64-10.

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

Construction

It is Contractor's responsibility to schedule, contact and cooperate with all the utility agencies regarding adjusting their utilities during HMA overlay operation period.

At least 72 hours prior to beginning work on a section of street scheduled for hot mix asphalt placement, the Contractor shall notify all affected property owners, residents, business and agencies adjacent to that section of street, by flyer and by approved "No Parking - Tow Away" signs on barricades of the work to be done, dates and hours of work, and lack of access to and from driveways for brief periods. The "No-Parking" signs shall state the days, dates, and hours of lane closure, and shall be placed along the street on each side at no more than 50 feet spacing, including no-parking zones. The Contractor shall notify the Engineer at least one (1) working day in advance of the intent to post no parking signs and distribute flyers, so that the timely posting can be verified by the Inspector. The Contractor is permitted to list up to one (1) working day before and one (1) working day after the scheduled days of work, as shown in the latest approved schedule, on signs and flyers, in order to bracket the approved scheduled date of work. The Contractor shall remove the "No Parking" signs as soon as the street is back open to traffic.

If the Contractor is unable to meet the scheduled and noticed time for the work, the Contractor shall immediately notify the Engineer and remove the posted "No-Parking" signs. The Contractor shall submit a new scheduling request in writing to the Engineer. Upon written approval of the Engineer, the Contractor shall post signs and notify residents with new flyers at least 72 hours prior to beginning work per the revised schedule.

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

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

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

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

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

All loose HMA material deposited on adjacent street surfaces, gutters, and sidewalks, at the jobsite and on all routes traveled between the HMA source and the jobsite, shall immediately be removed.

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

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

Measurement and Payment

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

6. **ADJUST EXISTING MANHOLE FRAMES TO GRADE [BID ITEM NO. 8].**
Existing manholes and cleanouts shall be raised or lowered as necessary or as required by the Engineer after resurfacing. Frames and covers shall be set flush with the adjacent surface.

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

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

7. **ADJUST SURVEY MONUMENTS TO GRADE [BID ITEM NO. 9].** The Contractor shall not disturb or destroy any permanent survey points and/or monuments without the written consent of the City of Alameda. Any permanent survey points and/or monuments disturbed or destroyed as a direct or indirect result of construction activity shall be replaced to the satisfaction of the Engineer by a licensed surveyor at the Contractor's expense.

Frames and covers of existing survey monument cover shall be set flush with the adjacent surface. Ring risers will be permitted on survey monument prior to resurfacing.

Payment shall be at the contract unit price per survey monument such payment shall include full compensation for furnishing all labor, traffic control, tools, mobilization, equipment and materials and doing all work involved in adjusting the rim elevation to the grade as specified above.

8. **DETECTABLE WARNINGS [BID ITEM NO. 1].** Detectable warnings shall be ADA Solutions, Inc., Surface Applied Panel System (3'x4' panel), or approved equal. Contractor shall apply a single panel on each existing diagonal curb ramp, and two or three panels at each flush return, in accordance with manufacturer's instructions, at corners with adjacent new pavement installations, as directed by the Engineer.

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

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

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

The manufacturer shall provide a written 5year warranty for prefabricated detectable warning surfaces, guaranteeing replacement when there is defect in the dome shape,

color fastness, soundon cane acoustic quality, resilience, or attachment. The warranty period shall begin upon acceptance of the contract.

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

9. REMOVE TRAFFIC STRIPE AND PAVEMENT MARKINGS [PART OF BID ITEM # 10]. All existing traffic stripe and pavement marking shall be removed by the contractor within the project limits shown on the plans and as directed by the Engineer.

Waste from removal of yellow and white thermoplastic and yellow and white painted traffic stripe and pavement marking may contain lead chromate in average concentrations greater than or equal to 5 mg/L Soluble Lead or 1000 mg/kg Total Lead. Thermoplastic and paint traffic stripe and pavement marking exist as shown on the plans.

Residue produced from the removal of thermoplastic and paint may contain heavy metals in concentrations that exceed thresholds established by the California Health and Safety Code and Title 22 of the California Code of Regulations. The Contractor shall assume that the residue is not regulated under the Federal Resource Conservation and Recovery Act (RCRA). Thermoplastic and paint may produce toxic fumes when heated.

The removed thermoplastic and paint shall be disposed of at a Class 1 disposal facility in conformance with the requirements of the disposal facility operator within 90 days after accumulating 220 pounds of residue and dust. The Contractor shall make necessary arrangements to test the thermoplastic and paint residue as required by the disposal facility and these special provisions. Testing shall include, at a minimum, (1) Total Lead by EPA Method 6010B and Chromium by EPA Method 7000 series, (2) Soluble Lead and Chromium by California Waste Extraction Test, and (3) Soluble Lead and Chromium by Toxicity Characteristic Leaching Procedure. From the first 222 gallons of waste, or portion thereof if less than 222 gallons of waste are produced, a minimum of four randomly selected samples shall be taken and analyzed individually. Samples shall not be composited. From each additional 888 gallons of waste, or portion thereof if less than 888 gallons are produced, a minimum of one additional random sample shall be taken and analyzed. Each sample shall be homogenized prior to analysis by the laboratory performing the analyses. A sample aliquot sufficient to cover the amount necessary for the total and the soluble analyses shall then be taken.

This aliquot shall be homogenized a second time and the total and soluble (if necessary) run on this aliquot. The homogenization process shall not include grinding of the samples. The Contractor shall submit the name and location of the disposal facility and analytical laboratory along with the testing requirements to the Engineer not less than 5 days prior to the start of removal of thermoplastic and painted traffic stripe and pavement marking. The analytical laboratory shall be certified by the Department of Health Services Environmental Laboratory

Accreditation Program for all analyses to be performed. Test results shall be provided to the Engineer for review prior to signing a waste profile as requested by the disposal facility, prior to issuing an EPA identification number, and prior to allowing removal of the waste from the site.

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

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

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

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

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

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

secured fenced enclosure at a location within the project limits until disposal, as approved by the Engineer.

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

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

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

Full compensation for providing a written work plan for the removal, storage, and disposal of thermoplastic and painted traffic stripe and pavement marking and for providing receiving landfill documentation of proper disposal of thermoplastic and painted traffic stripe and pavement marking shall be considered as included in the lump sum price bid for remove thermoplastic/painted traffic stripe and pavement markings and no separate payment will be made therefor.

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

Full compensation for removal and disposal of thermoplastic and painted traffic stripe and pavement markings that are not removed as a part of cold planing shall be considered as included in the contract lump sum price paid for "Remove & Replace Thermoplastic/Painted Traffic Stripe, Pavement Markings, and Markers" (Bid Item 10) and shall include full compensation for furnishing all labor, traffic control, materials, tools, equipment, mobilization, and incidentals, and for doing all the work involved in removing stripes and markings, installation of temporary traffic striping and traffic control, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10. THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)/CURB PAINTING [PART OF BID ITEM NO. 10]. Sprayable thermoplastic traffic stripes (traffic lines) shall be applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provisions.

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

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

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

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

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

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

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

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

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

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

Curb painting should be water base semi-gloss. (see details on plans and additional red curb painting documents attached).

Payment: The contract price paid for thermoplastic traffic stripe (sprayable) shall be considered as included in the contract lump sum price paid for Remove & Replace Thermoplastic/Painted Traffic Stripe, Pavement Markings, and Markers and curb painting (**Bid Item 10**), and shall include full compensation for furnishing all labor, traffic control, materials, tools, equipment, mobilization, and incidentals, and for doing all the work involved in applying sprayable thermoplastic traffic stripes (regardless of the number, widths, and patterns of individual stripes involved in each traffic stripe) including establishing alignment for stripes, and layout work, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

11. **THERMOPLASTIC PAVEMENT MARKINGS [PART OF BID ITEM NO. 10]**. Thermoplastic pavement markings shall be applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provisions.

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

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

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

Prior to the placement of any new pavement marking, the Contractor shall layout cat-tracks for the pavement marking work three (3) working days prior to the anticipated time of performing the marking work and contact the City inspector for inspection and approval of the cat-tracking. The City shall review, modify as necessary, and approve the cat-tracking prior to the Contractor proceeding with the marking. The Contractor may not proceed with the marking work until the cat-tracks have been approved by the Engineer. The Contractor shall post temporary "No

Parking" signs in accordance with the provisions of the Section II. O, "PUBLIC CONVENIENCE AND PUBLIC SAFETY" of these Specifications.

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

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

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

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

Payment for pavement markings shall be considered as included in the contract lump sum price paid for Remove & Replace Thermoplastic/Painted Traffic Stripe, Pavement Markings, and Markers (**Bid Item 10**), and shall include full compensation for furnishing all labor, traffic control, materials, tools, equipment, mobilization, protection of work, noticing, and incidentals, and shall include but not be limited to, doing all work involved in pavement markings, establishing alignment for markings, layout work, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

12. **PAVEMENT MARKERS (BLUE REFLECTIVE) (FDP) [BID ITEM NO. 11]**. Pavement markers shall be placed in conformance with the provisions in Section 85, "Pavement Markers," of the Standard Specifications and these special provisions.

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

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

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

Payment for installation of pavement markers shall be at the contract lump sum price paid for "Pavement Markers (Blue Reflective) (FDP)" and shall include furnishing all labor, traffic control, materials, tools, equipment, mobilization, protection of work, and incidentals, and shall include but not be limited to, doing all work involved in installing blue Fire Department pavement markers, and shall include full compensation for removing and disposing of existing pavement markers and underlying adhesive.

13. **EBMUD G5 BOX (BID ITEM NO. 12).** This work shall consist of removal/replacement of existing EBMUD's water valves (G5). EBMUD shall furnish the contractor with EBMUD standard water valve pot grade rings and G-5 valve boxes and covers at no cost to the contractor. The Contractor shall be responsible for the transportation of these water valve pot grade rings, boxes, and covers from EBMUD, Oakport Storage, 5601 Oakport Street, Oakland, CA 94621-4001.

The contract unit prices paid per each for "Adjust Water Valve to Grade with G5 Box" shall include full compensation for removing current water valve boxes, and installing new G5 boxes and for all required excavation, backfilling and compaction work and for furnishing all labor, traffic control, supervision, materials, tools, equipment and incidentals necessary to adjust water valve covers; including, but not limited to, locating, referencing and setting marks; and for raising the facility to finished grade following placement of the top layer of asphalt concrete complete and in place, including placement of temporary and permanent asphalt concrete around the raised valves prior to opening the roadway, driveway, and sidewalk to public traffic, and as directed by the Engineer and no additional compensation shall be allowed therefore.

14. **TRAFFIC CONTROL SYSTEMS.** Maintaining traffic shall conform to the provisions in Sections 7-1.08, "Public Convenience," Section 7-1.09, "Public Safety," and Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications, "Public Safety" of these special provisions and the following special provisions.

Closure is defined as the closure of a traffic lane or lanes, including shoulder, ramp or connector lanes, within a single traffic control system.

The full width of the traveled way shall be open for use by public traffic when construction operations are not actively in progress.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way including sections closed to public traffic.

The Contractor shall immediately restore to the original position and location a traffic cone or delineator that is displaced or overturned, during the progress of work.

Full compensation for furnishing, erecting, maintaining, and removing and disposing of the C43(CA), SC6-3(CA), SC6-4(CA), W20-1, W21-5b, and C24(CA) signs shall be considered as included in the contract lump sum price and no additional compensation will be allowed therefor.

For all streets, the Contractor shall maintain two-way traffic at all times on 3-4 lane roads and minimum one-way traffic on 2-lane roads, counting only travel lanes. All lane closures shall be subject to the prior approval of the City Engineer. The Contractor will not be permitted to detour traffic from the work area at any time, except as approved as a part of a traffic control plan.

The provisions in Section 7-1.08 of the Standard Specifications, regarding furnishing and installing of signs, cones, lights, flares, temporary railing, barricades and other traffic control facilities are hereby revised to provide that all signs and other warning devices shall be provided by the Contractor and shall become his property after the completion of the contract. The Contractor shall refer to the current "Manual of Warning Signs, Lighting and Devices for use in the Performance of Work Upon Highways" and the "Uniform Sign Chart" issued by the Department of Transportation, Division of Operations, as well as Part 6 of the MUTCD and the MUTCD California Supplement.

Flagmen, if necessary, shall be properly equipped and trained in accordance with "Instruction to Flagmen", published by the California Department of Transportation. Section 122.02 is revised to provide that all flagmen shall be furnished by the Contractor at his expense.

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

Whenever vehicles or equipment are parked on the shoulder or street, they shall be enclosed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicle or equipment and along the edge of the pavement at 25-foot intervals to a point no less than 25 feet past the last vehicle or piece of equipment. A minimum of nine (9) cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (shoulder Work Ahead) sign shall be mounted on a telescoping flag tree with flags. The flag tree shall be placed where directed by the Engineer.

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

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

Within five (5) working days of the date the work is to commence pursuant to the NTP, the Contractor shall submit a Traffic Control Plan as part of the Initial Submittal Package that identifies the size and location of such facilities. This initial Traffic Control Plan shall cover a minimum of the first twenty (20) working days of work. All subsequent Traffic Control Plans shall be submitted to the Engineer for approval at least ten (10) working days before the date the proposed scheduled work is to commence. Any work performed without proper facilities in place shall be stopped until the unsatisfactory condition is corrected. **The Traffic Control Plan shall be signed by a California-licensed traffic engineer.** The Traffic Control Plan shall address all impacts to vehicular, pedestrian and bicycle traffic in the area. The Traffic Control Plan shall include the Pedestrian Safety Plan. The Traffic Control Plan shall allow residents on the streets impacted ample “on street” parking within one (1) block of their homes.”

At least 72 hours prior to beginning work on a section of street, curb or sidewalk that will affect use of the parking lane, the Contractor shall notify, by approved "No Parking - Tow Away" signs on barricades, all affected property owners, residents, businesses and agencies adjacent to that section of street. The “No-Parking” signs shall state the days, dates, and hours of parking lane closure, and shall be placed along the street on each side at no more than 50 feet spacing. The Contractor shall notify the Engineer at least one (1) working day in advance of the intent to post No-Parking signs, so that the timely posting can be verified by the Inspector. The Contractor is permitted to list up to one (1) working day before and one (1) working day after the scheduled days of work, as shown in the latest approved schedule on signs, in order to bracket the approved scheduled date of work. The Contractor shall remove the “No Parking” signs as soon as the parking lane is re-opened to parking

If the Contractor is unable to meet the scheduled and noticed time for the work, the Contractor shall immediately notify the Engineer and remove the posted "No-Parking" signs. The Contractor shall submit a new scheduling request in writing to the Engineer. Upon written approval of the Engineer, the Contractor shall post signs at least 72 hours prior to beginning work per the revised schedule

The Contractor shall place barriers at each end of all excavations and at such places along excavations as may be necessary to warn all pedestrian and vehicular traffic of excavations. Lights shall also be placed along excavations (from sunset each day to sunrise of the next day) until excavation is entirely restored. Material for backfill or for protection of excavation in public roads from surface drainage shall be neatly placed and stored in containers so as to cause the least possible interference with public travel. Free access must be maintained to all fire hydrants, water valves and meters, and private driveways.

No trench or excavation shall be left open at the end of any day’s work. Daily traffic control measures shall continue until cleanup activities have been satisfactorily completed and all of the Contractor’s equipment has been removed from the traveled way area.

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

The provision of this section will not relieve the Contractor from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provision in Section 7-1.09, “Public Safety”, of the Standard Specifications.

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

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

Pedestrian access facilities shall be provided through construction areas within the right of way as shown on the plans and as specified herein. Pedestrian walkways shall be surfaced with HMA, Portland Cement Concrete or timber. The surface shall be skid resistant and free of irregularities. Hand railings shall be provided on each side of pedestrian walkways as necessary to protect pedestrian traffic from hazards due to construction operations or adjacent vehicular traffic. Protective overhead covering shall be provided as necessary to insure protection from falling objects and drip from overhead structures.

Full compensation for providing pedestrian facilities shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

Contractor will prepare a plan which identifies how ADA pedestrian access and bus stops will be maintained during each stage of construction. Contractor may use the staging and traffic handling plans as a base for the ADA access and bus stop location plans. Contractor will prepare a separate pedestrian and bus stop plan for each stage of construction and any change in bus stop locations or pedestrian access.

Contractor shall provide safe pedestrian access at all times. Contractor will coordinate with AC Transit to maintain bus stops or to relocate bus stops during the various stages of construction.

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

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

Payment for traffic control systems shall be included in the contract unit and lump sum price for all bid items, and shall include full compensation for furnishing all labor, materials, tools, equipment, mobilization, protection of work, noticing, and incidentals, and shall include but not be limited to, doing all work involved in traffic control systems, as shown on the plans, as specified in the Standard Specifications and these special provisions, as described in approved traffic control plans, and as directed by the Engineer, and no separate payment will be made.

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

General

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

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

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

Temporary Laneline and Centerline Delineation

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

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

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

Temporary Pavement Markers

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

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

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

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

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

SECTION XIII. MANDATORY PRE-CONSTRUCTION MEETING SUBMITTALS

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

- Construction Schedule
- Traffic Control Plan for at minimum the first 20 working days of the contract (Section II.O)
- SWPPP (Section II.S)
- Waste Reduction and Recycling Plan (Section II.T)

The Contractor shall not proceed with construction until these reports have been approved by the City Engineer and the Contractor has received such approval in writing (included in your Notice to Proceed letter).

Exhibit ‘A’

BIDDER’S PROPOSAL FORM

Bidder’s Proposal

Subcontractors to be used in the Performance of this Contract (Form)

Security for Compensation Certificate

Important Instructions

BIDDER'S PROPOSAL

Specifications and Special
Provisions

No. 02-19-03

Filed:

Repair & Resurfacing of Certain Streets
Phase 38
Alameda, California

Proposal to the COUNCIL of the
CITY OF ALAMEDA:

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

Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Unit Price	Total Price
1.	9,000 linear feet	Remove & Replace Curb, Portland Cement Concrete		
		@ _____		
		_____	\$ _____	\$ _____
		Per Linear Foot		
2.	9,300 square feet	Remove & Replace Gutter, Portland Cement Concrete		
		@ _____		
		_____	\$ _____	\$ _____
		Per Square Foot		

Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Unit Price	Total Price
3.	7,800 square feet	Remove and Replace Sidewalk & Curb Ramp, 3" PCC		
		@ _____		
		_____	\$ _____	\$ _____
		Per Square Foot		
4.	6,000 square feet	Remove & Replace Driveway Apron, 4" PCC		
		@ _____		
		_____	\$ _____	\$ _____
		Per Square Foot		
4a.	10,200 square feet	HMA Patch 1 ft. Width for Concrete Area		
		@ _____		
		_____	\$ _____	\$ _____
		Per Square Foot		
4b.	760 square feet	Curb Ramp		
		@ _____		
		_____	\$ _____	\$ _____
		Per Square Foot		
5.	1,240 square feet	Detectable Warning		
		@ _____		
		_____	\$ _____	\$ _____
		Per Square Foot		

Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Unit Price	Total Price
6.	2,280 square yards	Full Planing, 2" deep		
		@_____		
		_____	\$_____	\$_____
		Per Square Yard		
6a.	55,700 square yards	Full Planing, 2.5" deep		
		@_____		
		_____	\$_____	\$_____
		Per Square Yard		
7.	2,400 linear feet	Wedge Planing, 6 feet wide x 1.5" deep		
		@_____		
		_____	\$_____	\$_____
		Per Linear Foot		
8.	4,000 square feet	HMA Patch (2" deep)		
		@_____		
		_____	\$_____	\$_____
		Per Square Foot		
9.	200 cubic yards	Reconstruct Pavement Failed Area (4" deep)		
		@_____		
		_____	\$_____	\$_____
		Per Cubic Yard		

Item	Approximate	Items with Unit Prices	Unit	Total
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No.	Quantity	Written in Words	Price	Price
10.	2,700 cubic yards	Reconstruct Pavement Failed Area (6" deep)		
		@_____		
		_____	\$_____	\$_____
		Per Cubic Yard		

11.	6 tons	Seal Random Cracks		
		@_____		
		_____	\$_____	\$_____
		Per Ton		

12. -0- square feet Slurry Seal

NOT APPLICABLE - INTENTIONALLY LEFT BLANK

13.	8,770 tons	Hot Mix Asphalt, Type HMA-A		
		@_____		
		_____	\$_____	\$_____
		Per Ton		

14.	73 each	Adjust Manhole Frames to Grade		
		@_____		
		_____	\$_____	\$_____
		Per Each		

Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Unit Price	Total Price
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15. 6 each Adjust Survey Monuments to Grade

 @_____

 _____ \$_____ \$_____

 Per Each

16. -0- each Replace Traffic Signal Loop Detectors

NOT APPLICABLE - INTENTIONALLY LEFT BLANK

17. 1 lump sum Remove & Replace Thermoplastic/Painted
Traffic Stripes, Pavement Markings and Markers

 @_____

 _____ \$_____ \$_____

 Per Lump Sum

18. 45 each Pavement Markers (Blue Reflective)

 @_____

 _____ \$_____ \$_____

 Per Each

19. 107 each EBMUD G5 Box

 @_____

 _____ \$_____ \$_____

 Per Each

Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Unit Price	Total Price
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20. 1 ALW

Permit

@ Three Thousand Dollars
Allowance

\$3,000.00

\$3,000.00

TOTAL BID

\$ _____

TOTAL BID WRITTEN IN WORDS: _____

Amount of Time Required to Commence

Work After Receipt of Work Order: 5 Days

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

Firm Name (Please Print) _____

Signature of Person on Behalf of Firm _____

Business Address _____

Dated: _____

Zip Code _____

Name	Title	Address
(Of Officers or Partners)		

Incorporated under the laws of the State of _____

Contractor's License No. _____ Expiration Date: _____

Department of Industrial Relations (DIR) No.: _____

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

PROPOSED SUBCONTRACTOR FORM

The Bidder shall list the name, address, license number and Department of Industrial Relations number of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications and Section 2-1.01, "General," for the special provisions.

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

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

The bidder's execution on the signature portion of this proposal shall also constitute an endorsement and execution of those certifications which are a part of this proposal)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor, hereby certified that he has ___, has not ___, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all report due under the applicable filing requirements.

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

SECURITY FOR COMPENSATION CERTIFICATE

(Required by Paragraph 1861, California Labor Code)

To: _____

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

(Signature of Bidder)

Business Address

IMPORTANT INSTRUCTIONS

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

Exhibit 'B'

**SAMPLE CONTRACT AGREEMENT/
ADDITIONAL INSURED CERTIFICATE**

Sample of Contract Agreement

Additional Insured Certificates

CONTRACTOR AGREEMENT

THIS AGREEMENT (“**Agreement**”) is entered into this ____ day of _____ 2019, by and between the CITY OF ALAMEDA, a municipal corporation (the "**City**"), and _____(COMPANY), a (California corporation, partnership, sole proprietor, individual) whose address is _____(Address), (“**Contractor**”), in reference to the following:

RECITALS:

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

B. The City is in need of the following services: repair and resurfacing of various streets in Alameda, CA. City staff issued plans and specifications on March 7, 2019 after a bidding period of 21 days ____ (number) of timely submitted bids were received. The bids were opened on March 27, 2019. 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 Repair & Resurfacing of Certain Streets, Phase 38, P.W. No. 02-19-03, upon the terms and conditions herein.

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

1. TERM:

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

2. SERVICES TO BE PERFORMED:

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

3. COMPENSATION TO CONTRACTOR:

Contractor shall be compensated for services performed pursuant to this Agreement in the amount and manner set forth in Contractor's bid, which is attached hereto as Exhibit "A" and

incorporated herein by this reference. Payment will be made in the same manner that claims of a like character are paid by the City, with checks drawn on the treasury of said City.

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

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

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

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

4. TIME IS OF THE ESSENCE:

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

It is agreed by the parties to the Agreement that in case all the work called for under the Agreement is not completed before or upon the expiration of the time limit as set forth in paragraph 1 above, damage will be sustained by the City, and that it is and will be impracticable to determine the actual damage which the City will sustain in the event of and by reason of such delay. It is therefore agreed that the Contractor will pay to the City the sum of Five Hundred Dollar (\$500) per day for each and every day's delay beyond the time prescribed to complete the

work; and the Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the City may deduct the amount thereof from any money due or that may become due the Contractor under the Agreement.

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

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

5. STANDARD OF CARE:

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

6. INDEPENDENT PARTIES:

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

7. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Contractor assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Contractor shall indemnify, defend, and hold City

harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Contractor.

8. NON-DISCRIMINATION:

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

9. HOLD HARMLESS:

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

10. INSURANCE:

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

It is agreed that Contractor shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to the City Risk Manager and licensed to do insurance business in the State of California. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

A. COVERAGE:

Contractor shall maintain the following insurance coverage:

- (1) Workers' Compensation:
Statutory coverage as required by the State of California.

(2) Liability:

Commercial general liability coverage in the following minimum limits:

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

Property Damage: \$1,000,000 each occurrence
 \$2,000,000 aggregate

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

(3) Automotive:

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

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

or

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

(4) Pollution Prevention:

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

B. SUBROGATION WAIVER:

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

C. FAILURE TO SECURE:

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

D. ADDITIONAL INSURED:

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

E. SUFFICIENCY OF INSURANCE:

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

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

11. BONDS:

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

A. Faithful Performance:

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

B. Labor and Materials:

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

12. PROHIBITION AGAINST TRANSFERS:

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

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Contractor is a partnership or joint venture or syndicate or cotenancy,

which shall result in changing the control of Contractor, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

13. SUBCONTRACTOR APPROVAL:

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

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

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

14. PERMITS AND LICENSES:

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

15. REPORTS:

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

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

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

16. RECORDS:

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

Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with

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

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

17. NOTICES:

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

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

City of Alameda
Public Works Department
950 W. Mall Square #110
Alameda, CA 94501
ATTENTION: Trung Nguyen, Project Manager
Ph: (510) 747-7900 / Fax: (510) 769-6030
Email: tnguyen@alamedaca.gov

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

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

18. SAFETY:

The Contractor will be solely and completely responsible for conditions of all vehicles owned or operated by Contractor, including the safety of all persons and property during

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

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

19. LAWS TO BE OBSERVED:

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

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

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

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

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

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

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

21. HOURS OF LABOR:

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

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

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

22. APPRENTICES:

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

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

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if: (1) the Contractor employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the

public works site are making such contributions; or (2) if the Contractor is not a signatory to an apprenticeship fund and if the funds administrator is unable to accept Contractor' required contribution. The Contractor or subcontractor shall pay a like amount to the California Apprenticeship Council.

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

23. LABOR DISCRIMINATION:

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

24. REGISTRATION OF CONTRACTORS:

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

25. URBAN RUNOFF MANAGEMENT:

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

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

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

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

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

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

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

26. COMPLIANCE WITH MARSH CRUST ORDINANCE:

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

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

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

- ☐ Contractor shall use the most current IPM technologies available to ensure the long-term prevention or suppression of pest problems and to minimize negative impacts on the environment, non-target organisms, and human health for the control or management of pests in and around City buildings and facilities, parks and golf courses, urban landscape areas, rights-of-way, and other City properties.
- ☐ Contractor will consider the City IPM Policy's hierarchy of options or alternatives listed below, in the following order before recommending the use of or applying any pesticide on City property: (1)
 - a. No controls (e.g. tolerating the pest infestation, use of resistant plant varieties or allowing normal life cycle of weeds);
 - b. Physical or mechanical controls (e.g. hand labor, mowing, exclusion);

- c. Cultural controls (e.g. mulching, disking, alternative vegetation) and good housekeeping (e.g. cleaning desk area);
 - d. Biological controls (e.g., natural enemies or predators);
 - e. Reduced-risk chemical controls (e.g., soaps or oils);
 - f. Other chemical controls.
- ☐ Prior to applying chemical controls the contractor shall complete a checklist for the City's pre-approval that explains why a chemical control is necessary. For annual contracts that require regular application of chemical controls the contractor shall submit one checklist prior to the initiation of the project demonstrating that the hierarchy has been reviewed and no other options exist. (Attached as Exhibit C). Additionally, the Contractor shall provide documentation to the City's project manager of the implementation of the IPM techniques hierarchy described in the City's IPM Policy.
- ☐ Contractor shall avoid the use of the following pesticides that threaten water quality, human health and the environment:
- a. Acute Toxicity Category I chemicals as identified by the Environmental Protection Agency (EPA)
 - b. Organophosphate pesticides (e.g., those containing Diazinon, chlorpyrifos or malathion)
 - c. Pyrethroids (bifenthrin, cyfluthrin, beta-cyfluthrin, cypermethrin, deltamethrin, esfenvalerate, lambda-cyhalothrin, permethrin, and tralomethrin), carbamates (e.g., carbaryl), and fipronil
 - d. Copper-based pesticides unless their use is judicious, other approaches and techniques have been considered, and the threat of impact to water quality is prevented.
- ☐ Contractor shall sign the Contractor Verification Form (attached as Exhibit B) indicating the intent to implement the City's IPM Policy, and return a signed copy to the City's project manager.
- ☐ Contractor shall provide to the City's project manager an annual Report of all pesticide usage in support of City operations including pesticide name, active ingredient(s), target pest(s), the total amounts used and the reasons for any increase in use of any pesticide.
- ☐ Contractor shall provide a copy of any current IPM certifications(s) to the City's project manager prior to initiation of the service work.

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

28. PURCHASES OF MINED MATERIALS REQUIREMENT:

Contractor shall ensure that all purchases of mined materials such as construction aggregate, sand and gravel, crushed stone, road base, fill materials, and any other mineral

materials must originate from a surface mining operation identified on the AB3098 List per the Surface Mining and Reclamation Act of 1975 (SMARA).

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

29. TERMINATION:

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

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

30. ATTORNEY'S FEES:

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

31. PCC SECTION 9204 SUMMARY - CLAIMS SUBMITTED BETWEEN 01-01-2017 AND 01-01-2020.:

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, 2020 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.

I. This Section shall be automatically extended if legislation is lawfully passed which extends the terms of Public Contract Code Section 9204 beyond January 1, 2020.

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.

Signatures on next page

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

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

CITY OF ALAMEDA,
a Municipal Corporation

(Name)
(Title)

David L. Rudat
Interim City Manager

RECOMMENDED FOR APPROVAL

(Name)
(Title)

Liam Garland
Public Works Director

Contractor License No. _____

APPROVED AS TO FORM:
City Attorney

DIR No. _____

Lisa Maxwell
Assistant City Attorney

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES or CONTRACTORS FORM B

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Alameda

Public Works Department

Alameda Point, Building 1

950 West Mall Square, Room 110

Alameda, CA 94501-7558

SAMPLE

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

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

REF:

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

PRIMARY INSURANCE:

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

SEVERABILITY OF INTEREST:

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

WAIVER OF SUBROGATION:

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

NOTICE OF CANCELLATION:

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

POLICY NUMBER:

COMMERCIAL AUTO
CG 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

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

SAMPLE

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

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

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

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

SCHEDULE

Name of Person or Organization:

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

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

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

NOTICE OF CANCELLATION:

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

CA 20 48 02 99

Page 1 of 1

Exhibit 'C'

**AGREEMENT TO BE BOUND TO PSA
FOR THE CITY OF ALAMEDA**

AGREEMENT TO BE BOUND TO PSA

PROJECT STABILIZATION AGREEMENT FOR THE CITY OF ALAMEDA AGREEMENT TO BE BOUND

The undersigned party confirms that it agrees and assents to comply with and to be bound by the City of Alameda Project Stabilization Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms. A copy of the Agreement is included as Attachment K.

By executing this Agreement To Be Bound, the undersigned party subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreements, as set forth in section 17, specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such Trust Fund(s) and ratifies and accepts the trustees appointed by the parties to such Trust Fund(s) and agrees to execute a separate Subscription Agreement(s) for Trust Funds when such Trust Fund(s) require(s) such document(s).

Such assent and obligation to comply with and to be bound by this Agreement shall extend to all work covered by said Agreement undertaken by the undersigned party. The undersigned party shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of this Agreement by signing an identical Agreement To Be Bound.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

Dated: _____ Project: _____

Signature of Authorized Officer

Authorized Officer & Title

Name of Contractor/Employer(s)

Contractor/Employer(s) Address

CSLB #

Area Code Phone

E-mail and/or Fax

Motor Carrier (CA) Permit Number

DIR Prevailing Wage Registration #

Exhibit ‘D’

EMERGENCY FORM

EXHIBIT “D”

EMERGENCY FORM

During the course of the work and/or while the contractor has responsibility for the project, emergencies may arise where it is necessary to repair or replace safety devices, or install additional safety devices, or take preventative measures necessary for public safety. Such corrections as may be necessary are the contractor’s responsibility and he, or his representative, will be called upon in such emergencies.

Please fill in the following information and submit it to the Project Manager / Project Engineer.

CONTRACTOR’S NAME_____

CONTRACTOR’S PHONE NUMBER_____

PROJECT SUPERINTENDENT_____

CONTACT IN THE EVENT OF EMERGENCY:

Name:_____

Phone Number:_____

In cases where the contractor, or his representative, cannot be contacted or will not take the necessary actions, the City Public Works Department will be notified and the necessary repairs, corrections, or changes will be made. The contractor will be billed for such remedial action. Charges will include the cost of labor at applicable rates, the City’s normal overhead factor, the rental of any equipment or safety devices placed during the emergency that are damaged or stolen, or otherwise not returned to the City, will be billed to the contractor.

Scheduled starting date_____

Scheduled completion date_____

Job Name_____

EMERGENCY CONTACT INFORMATION – CITY OF ALAMEDA:

PROJECT MANAGER (NAME & PHONE NO.)_____

PROJECT INSPECTOR (NAME & PHONE NO.)_____

OTHER STAFF (NAME & PHONE NO.)_____

EXHIBIT “E”

PERFORMANCE BOND FORM

Performance Bond Form

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

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

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

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

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2019, a copy of which is hereto attached and made a part hereof for the construction of:

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

PERFORMANCE BOND FORM

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

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

IN WITNESS WHEREOF, this instrument is executed on _____ counterparts, each one

of which shall be deemed an original, this the _____ day of _____, 2019.

ATTEST:

Principal Secretary
(SEAL)

By:

Principal

(Witness as to Principal)

(Address)

(Address)

(Surety)

ATTEST:

Surety Secretary
(SEAL)

By:

(Witness as to Surety)

Attorney-in-fact

(Address)

(Address)

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

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

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

Exhibit ‘F’

PAYMENT BOND FORM

EXHIBIT 'F'

PAYMENT BOND FORM

KNOW ALL MEN BY THESE PRESENTS: that

a _____, hereinafter called Principal, and

hereinafter called Surety, are held and firmly bound unto

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

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2019, a copy of which is hereto attached and made a part hereof for the construction of:

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

EXHIBIT 'F'

PAYMENT BOND FORM

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

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

IN WITNESS WHEREOF, this instrument is executed on _____ counterparts, each one

of which shall be deemed an original, this the _____ day of _____, 2019.

ATTEST:

Principal Secretary
(SEAL)

By:

Principal

(Witness as to Principal)

(Address)

(Address)

(Surety)

ATTEST:

Surety Secretary
(SEAL)

By:

(Witness as to Surety)

Attorney-in-fact

(Address)

(Address)

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

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

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

Exhibit ‘G’

BIDDER’S BOND FORM

EXHIBIT 'G'

Bidder's Proposal Form

Contractor Name: _____

BIDDER'S BOND

We, _____
as Principal, and as Surety are bound unto the _____,
hereafter referred to as "obligee", in the penal sum of ten percent (10%) of the total amount of the
bid of the Principal submitted to the Obligee for the work described below, for the payment of
which sum we bind ourselves, jointly, and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:
WHEREAS, the Principal is submitted to the Obligee, for _____
(Copy here the exact description of

work, including locations as it appears on the proposal)

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

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

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

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

Dated: _____, 2019. _____

Principal

Surety

By: _____

EXHIBIT "G"

CERTIFICATE OF ACKNOWLEDGMENT

State of California
County of Alameda

On this _____ day of _____ in the year 2019 before me
_____, a Notary Public, personally appeared _____

Attorney-in-fact

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)
Notary Public

EXHIBIT “ ”

WASTE REDUCTION AND RECYCLING FORM

CITY OF ALAMEDA

Waste Reduction & Recycling Plan (Form)

Submit to: City of Alameda
Public Works Department
Environmental Services Division
950 West Mall Square, #110
Alameda, CA 94501-7752

Permit No. _____

Project Name _____

☐ Approved

☐ Not Approved

Staff Initials _____

Staff Phone # _____
for City's use only

Project Address: _____
Name of Project Manager: _____
Phone Number: _____
Cellular Phone Number: _____
Fax Number: _____

Please provide the following information:

(a) What type is this project? Please check all that apply.

1. ☐ New Construction

2. ☐ Repair

3. ☐ Addition

4. ☐ Move

5. ☐ Alteration

6. ☐ Demolition

(b) What is the size of this project? _____ sq. ft.

(c) What is the permit valuation of this project? \$ _____

2. Briefly state how materials will be sorted for recycling, reuse or salvage on the job site.

3. Briefly state how you plan to inform and ensure participation by your workers and any sub-contractors of your Waste Reduction and recycling Plan.

4. Complete page 2 of this Form.

WASTE REDUCTION AND RECYCLING PLAN

For this project identify the materials and quantities that you estimate can be recycled, reused or salvaged. Estimate the amount of solid waste that will be generated and disposed in landfills.

Goal: Reduce materials going to the landfills by 50%

Material Type	Est. Amount (tons/yards)	Proposed Processing Methods (Check all that apply)			
		B Recycle	C Reuse	D Salvage	Landfill
Asphalt & Concrete					
Brick/Tile					
Building Fixtures (Doors, Windows, Fixtures, etc.)					
Corrugated Cardboard					
Dirt/Clean Fill					
Drywall					
Padding- Carpet/Foam					
Scrap Metal					
Unpainted Wood & Pallets					
Yard Trimmings (Brush, Trees,					
Other (list)					
Garbage-Solid Waste Trash, and Rubbish					
Total					

Do columns (B+C+D) = 50% of column A?

☐ YES ☐ NO If NO, please explain why.

General Contractor's Signature

Date

EXHIBIT “ ”

**WASTE REDUCTION AND RECYCLING PLAN FINAL
SUMMARY REPORT FORM**

CITY OF ALAMEDA

Waste Reduction & Recycling Plan FINAL SUMMARY REPORT (Form)

At project completion submit to:

City of Alameda
Public Works Department
Environmental Services Division
950 West Mall Square, Room #110
Alameda, CA 94501-7552

Permit No. _____
Project Name: _____
Address: _____

Review results:

- ☐ 50% diversion attained
☐ Good faith effort
☐ Non-attained

Staff Initials: _____
Staff Phone # _____

- (1) List the estimated amounts from your WRRP form for this project.
- (2) Indicate actual quantities of materials that were recycled, reused or salvaged from this project.
- (3) Describe the handling procedure and destination of each material.
- (4) Indicate the **actual** amount of solid waste produced and disposed in a landfill.

Goal: Materials going to the landfills are reduced by 50%

Material Type	Est. Amount From WRRP (tons/yards)	Actual Quantities				Handling Procedure/Destination
		B Recycled	C Reused	D Salvaged	Landfilled	
Asphalt & Concrete (Example)	70 tons		65 tons		5 tons	ground on-site and resized as fill
Brick/Tile						
Building Fixtures (Doors, Windows, Fixtures, etc.)						
Corrugated Cardboard						
Dirt/Clean Fill						
Drywall						
Padding-Carpet Foam						

Material Type	Est. Amount From WRRP (tons/yards)	Actual Quantities				Handling Procedure/Destination
		B Recycled	C Reused	D Salvaged	Landfilled	
	A					
Scrap Metal						
Unpainted Wood & Pallets						
Yard Trimmings (Brush, trees, stumps, etc.)						
Other (list)						
Garbage, Solid Waste Trash, Rubbish, Discarded						
Total						

- (1) Do Columns (B+C+D) = 50% of column A? ☐ YES ☐ NO
- (2) If estimated amounts from the WRRP were not recycled, reused, or salvaged, please provide a justification.

- (3) Please list any recommendation that would help further construction and demolition recycling in Alameda.

Contractor Signature

Date

EXHIBIT “ ”

WASTE MANAGEMENT REPORT FOR CONTRACTORS

WASTE MANAGEMENT REPORT FOR CONTRACTORS

The City of Alameda is requesting that all contractors document materials generated (reused, recycled or landfilled).

Please complete this form each time materials are removed from the site or reused on-site.

JOB SITE LOCATION: _____ DATE: _____

COMPANY: _____

MATERIAL: _____

WAS THE MATERIAL RECYCLED? YES NO

VOLUME/WEIGHT: _____ HAULER: _____

RECYCLING COMPANY OR DISPOSAL SITE: _____

SUBMITTED BY: _____

PHONE NUMBER: _____

Exhibit ‘ ’

**PROJECT STABILIZATION AGREEMENT
FOR THE CITY OF ALAMEDA**

PROJECT STABILIZATION AGREEMENT

FOR THE CITY OF ALAMEDA

PREAMBLE

This Agreement is made and entered into on this date, January 19, 2017, by and between the city of Alameda ("City" or "Owner") together with contractors and/or subcontractors who shall become signatory to this Agreement by signing the "Agreement To Be Bound" (Addendum "A"), ("Contractor/Employer(s)"), and the Building and Construction Trades Council of Alameda County, AFL-CIO ("Council") and its affiliated Local Unions signatory hereto ("Union(s)").

The purpose of this Agreement is to promote efficiency of construction operations during construction of the Project (as defined in Section 1.11 below) by providing for the orderly and peaceful settlement of labor disputes and grievances without strikes, work stoppages or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Project.

RECITALS

WHEREAS, the timely and successful completion of the Project is of the utmost importance to the city of Alameda; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work, including those to be represented by the Union(s) signatory to this Agreement employed by Contractor/Employer(s) and subcontractors who are also signatories to this Agreement; and

WHEREAS, it is recognized that on a project of this magnitude with multiple contractors and bargaining units on the job site at the same time over an extended period of time, the potential for work disruption is substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the interests of the general public, the city of Alameda, the Union(s) and Contractor/Employer(s) would be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, the Contractor/Employer(s) and the Union(s) desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Project by the Contractor/Employer(s), and further, to encourage close cooperation among the

Contractor/Employer(s) and the Union(s) so that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement; and

WHEREAS, the parties agree that one of the primary purposes of this Agreement is to avoid the tensions that might arise on the Project if union and non-union workers of different employers were to work side by side on the Project thereby leading to labor disputes that could delay completion of the Project; and

WHEREAS, this Agreement is not intended to replace, interfere with, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the Project, insofar as a legally binding agreement exists between the Contractor/Employer(s) and the affected Union(s), except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event, the provisions of this Agreement shall prevail; and

WHEREAS, the contract(s) for construction work on the Project will be awarded in accordance with the applicable provisions of the California Public Contract Code; and

WHEREAS, the city of Alameda desires to provide construction training and employment opportunities for residents of the city of Alameda and Alameda County through apprentice and pre-apprentice programs; and

WHEREAS, the parties to this Agreement pledge their full good faith and trust to work towards a mutually satisfactory completion of the Project;

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

ARTICLE 1

DEFINITIONS

- 1.1 "City" means the city of Alameda.
- 1.2 "Agreement" means this Project Stabilization Agreement and all attached hereto Addenda.
- 1.3 "Agreement To Be Bound" means the document, as set forth in Addendum A hereto, that formally binds the Contractor/Employer(s) to comply with all the terms and conditions of this Agreement and that operates as a pre-condition to performing work on the Project.
- 1.4 "Apprentice" means an individual registered and participating as an apprentice in a Joint Labor/Management Apprenticeship Program approved by the State of California, Department of Industrial Relations, Division of Apprenticeship Standards.

- 1.5 "Completion" shall mean the date upon which the written notice of completion has been issued for a specific building, phase or project constructed under this Agreement.
- 1.6 "Construction Contract" means the public works or improvement contract(s) which will be awarded by the City and which are necessary to complete the Project, including subcontracts at any tier.
- 1.7 "Contractor/Employer(s)" means any individual, firm, partnership or corporation, or combination thereof, including joint ventures, and their successors and assigns that is an independent business enterprise and enters into a contract with the City or its Project Manager or any of its contractors or subcontractors at any tier, with respect to the construction of any part of the Project under contract terms and conditions approved by the City and which incorporate this Agreement.
- 1.8 "Coordinator" means that individual or entity designated and authorized by the City to provide those administrative services required by this Agreement.
- 1.9 "Council" means the Building and Construction Trades Council of Alameda County, AFL-CIO.
- 1.10 "Master Labor Agreement" ("MLA" or "Schedule A") means the Master Collective Bargaining Agreement of each craft Union(s) signatory to this Agreement listed in Exhibit A to this Agreement and incorporated herein by reference, a copy of which shall be made available to the City upon request.
- 1.11 "Project" means those Construction Contracts for individual public works, within the City of Alameda with a total value (as estimated by the City) of one million dollars (\$1,000,000.00) or more. Specifically excluded from this definition of Project and, therefore, the scope of this Agreement are multi-year contracts that have already been let by the City. The City and the Council may mutually agree in writing to add additional components to the Project Scope of Work to be covered under this Agreement.
- 1.12 "Project Manager" means the person or persons or business entity designated by City or private developer having control over a public works project to oversee all phases of construction on the Project.
- 1.13 "Trust Fund(s)" means an agreement for an established vacation, pension or other form of deferred compensation plan, apprenticeship and health benefit funds established by an applicable Master Labor Agreement as set forth in Section 17.1.
- 1.14 "Union(s)" means the Building and Construction Trades Council of Alameda County, AFL-CIO and any affiliated Labor Organization signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement.

ARTICLE 2

SCOPE OF AGREEMENT

- 2.1 The City will apply this Agreement as a contract specification to the award of all public works construction contracts on the Project for Covered Work as specifically defined under Article 2 of this Agreement. This Agreement does not apply to any private development projects. In the event that the City is made aware that this Agreement or portions thereof are inconsistent with the terms and conditions of any grant, loan, or contract with any Federal or State agency or with the instructions or directions of an authorized representative of a Federal or State agency regarding the requirements of any such grant, loan, or contract, the City shall notify the Council. Within seven (7) days of notification, the parties shall meet and confer to attempt to modify the Agreement to avoid forfeiture of any funding or otherwise resolve the issue. Should the parties be unable to come to agreement, the Agreement or any inconsistent provision shall be subject to resolution by the grievance arbitration procedures set forth in Article 11. The foregoing notwithstanding, if the granting agency determines that the resolution of such grievance procedure will result in the forfeiture of material grant funds (meaning an amount that would threaten viability of the project), then the Agreement may be modified or terminated in order to avoid the forfeiture.
- 2.2 Parties: The Agreement shall apply and is limited to all Contractor/Employer(s) performing work for the Project (including subcontractors at any tier), the City, the Council and the Union(s) signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement.
- 2.3 Covered Work: This Agreement covers, without limitation, all site preparation, surveying, construction, alteration, demolition, installation, improvement painting or repair of buildings, structures and other works, and related activities for the Project, including geotechnical and exploratory drilling, temporary HVAC, and landscaping and temporary fencing that is within the craft jurisdiction of one of the Union(s) and which is directly or indirectly part of the Project, including, without limitation to the following examples, pipelines (including those in linear corridors built to serve the project), pumps, pump stations, start-up, and modular furniture installation. On-site work includes work done for the Project in temporary yards or areas adjacent to the Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Project. This scope of work includes all on-site soils and materials testing and inspection where such testing and inspection is a classification in which a prevailing wage determination has been published.
- 2.4.1 This Agreement shall apply to any start-up, calibration, commissioning, performance testing, repair, operational revisions to systems and/or subsystems performed after Completion if it is within the scope of the contract for public work unless it is performed by City employees.

- 2.4.2 This Agreement covers all on-site fabrication work over which the City, Contractor/Employer(s) or subcontractor(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project). Additionally, it is agreed hereby that this Agreement covers any off-site work, including fabrication work necessary for the Project defined herein, that is covered by a current MLA or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the execution date of this Agreement.
- 2.4.3 The furnishing of supplies, equipment or materials which are stockpiled for later use shall not be covered by this Agreement. However, construction trucking work, such as the delivery of ready-mix, asphalt, aggregate, sand or other fill material which are incorporated into the construction process as well as the off-hauling of debris and excess fill, material and/or mud, shall be covered by the terms and conditions of this Agreement, to the fullest extent provided by law and by prevailing wage determinations of the California Department of Industrial Relations. Contractor/Employer(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to the City within ten (10) days of written request or as required by bid specifications.
- 2.4.4 It is agreed that the Contractor shall require all contractors of whatever tier who have been awarded contracts for work covered by this Agreement, to accept and be bound by the terms and conditions of this Project Agreement by executing the Agreement to be Bound (Attachment A) prior to commencing work. The Project Manager and/or Coordinator shall assure compliance with this Agreement by the Contractors. It is further agreed that, where there is a conflict, the terms and conditions of this Project Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, except work covered by the Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: National Agreement of Elevator Constructors, National Transient Lodge (NTL) Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, except that Articles 5, 6, and 11 of this Agreement shall prevail and be applied to such work. It is understood that this is a self-contained, stand alone, Agreement and that by virtue of having become bound to this Project Agreement, neither the Project Contractor/Manager nor the Contractors will be obligated to sign any other local, area, or national agreement.
- 2.5 The on-site installation or application of all items shall be performed by the craft having jurisdiction over such work as set forth under the provisions of this Agreement; provided, however, it is recognized that installation of specialty items which may be furnished by the owner of the Project or a contractor shall be performed by construction persons employed under this Agreement who may be directed by other personnel in a supervisory role.

- 2.6 After installation by the Contractor/Employer(s) and upon Completion, it is understood, the City reserves the right to perform start-up, operation, repair, maintenance or revision of equipment or systems with employees of the City. If required, the service representative may make a final check and may direct workmen on site to make any necessary repairs to protect the terms of a manufacturer's guarantee or warranty prior to start-up of a piece of equipment.
- 2.7 It is expressly agreed and understood by the parties hereto that the City shall have the right to purchase material and equipment from any source, except where limited by this Agreement, and the craftspersons will handle and install such material and equipment.
- 2.8 Exclusions. The following shall be excluded from the scope of this Agreement:
- 2.8.1 The Agreement is not intended to, and shall not affect or govern the award of public works contracts by the City which are not included in the Project.
- 2.8.2 The Agreement shall not apply to a Contractor/Employer(s)' non-construction craft employees, including, but not limited to: executives, managerial employees, engineering employees and supervisors above the level of General Foreman or Senior General Foreman (except those covered by existing MLAs), staff engineers or other professional engineers, administrative and management.
- 2.8.3 This Agreement shall not apply to any work performed on or near or leading to the site of work covered by this Agreement that is undertaken by state, county, city or other governmental bodies or their contractors; or by public or private utilities or their contractors.
- 2.8.4 Off-site maintenance of leased equipment and on-site supervision of such work;
- 2.8.5 The City shall not be required to comply with this Agreement for any work performed with its own forces as permitted by the City Charter, City Codes or Ordinances, the California Uniform Construction Cost Accounting Act, Public Contract Code and Education Code, as applicable.
- 2.9 Award of Contracts: It is understood and agreed that the City shall, for the award of contracts for public works, have the absolute right to select the bidder with the lowest responsive, responsible bid for the award of contracts under this Agreement. The bidder need only be willing, ready and able to execute and comply with this Agreement.

ARTICLE 3

EFFECT OF AGREEMENT

- 3.1 By executing the Agreement, the Union(s) and the City agree to be bound by each and all of the provisions of the Agreement.

- 3.2 By accepting the award of a construction contract for the Project, whether as contractor or subcontractor, the Contractor/Employer(s) agrees to be bound by each and every provision of the Agreement and agrees that it will evidence its acceptance prior to the commencement of work by executing the Agreement To Be Bound in the form attached hereto as Addendum A.
- 3.3 At the time that any Contractor/Employer(s) enters into a subcontract with any subcontractor providing for the performance of a construction contract, the Contractor/Employer(s) shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor as a part of accepting an award of a construction subcontract to agree in writing to be bound by each and every provision of this Agreement prior to the commencement of work. The obligations of a Contractor/Employer(s) may not be evaded by subcontracting.
- 3.4 Each Contractor/Employer(s) shall give written notice to the Union(s) of any subcontract involving the performance of work covered by this Agreement within either seven (7) days of entering such subcontract or before such Contractor/Employer(s) commences work on the Project, whichever occurs first. Such notice shall specify the name, address, phone number, and the California Contractor State License Board (CSLB) license number and motor carrier permit number, and DIR registration number, of the Contractor/Employer(s). Written notice at a Pre-Job Conference shall be deemed written notice under this provision for those Contractor/Employer(s) listed at the Pre-Job only.
- 3.5 This Agreement shall only be binding on the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party. Each Contractor/Employer(s) shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement. Any dispute between the Union(s) and the Contractor/Employer(s) respecting compliance with the terms of the Agreement shall not affect the rights, liabilities, obligations and duties between the signatory Union(s) and other Contractor/Employer(s) party to this Agreement.
- 3.6 The provisions of this Agreement, including MLA's, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. Where a subject covered by the provisions of this Agreement is also covered by a MLA, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of a MLA and is not covered by this Agreement, the provisions of the MLA shall prevail.
- 3.7 (a) With regard to any Contractor/Employer(s) that is independently signed to any MLA, this Project Stabilization Agreement shall in no way supersede or prevent the enforcement of any subcontracting clause contained in such MLA, except as specifically set forth in subsection (b) of this Section 3.7. Any such subcontracting clause in an MLA shall remain and be fully enforceable between each craft union and its signatory employers, and no provision of this Project Stabilization Agreement shall be interpreted and/or applied in any

manner that would give this Project Stabilization Agreement precedence over subcontracting obligations and restrictions that exist between craft unions and their respective signatory employers under an MLA, except as specifically set forth in subsection (b) of this Section 3.7.

- (b) If a craft union (hereafter "Aggrieved Union") believes that an assignment of work on this Project has been made improperly by a contractor or subcontractor, even if that assignment was as a result of another craft union's successful enforcement of the subcontracting clause in its MLA, as permitted by subsection (a) of this Section 3.7, the Aggrieved Union may submit a claim under the jurisdictional resolution process contained in Article 6 of this PLA, and the decision rendered as part of that process shall be enforceable to require the contractor or subcontractor that made the work assignment to assign that work prospectively to the Aggrieved Union. An award made to a craft union under the subcontracting clause of its MLA, as permitted pursuant to Section 3.7 (a) of this Article, shall be valid and fully enforceable by that craft union unless it conflicts with a jurisdictional award made pursuant to this Agreement. If the award made under the MLA conflicts with the jurisdictional award, the award of any damages under the former shall be null and void ab initio.

ARTICLE 4

RELATIONSHIP BETWEEN PARTIES

- 4.1 This Agreement shall only be binding on the signatory parties hereto, and shall not apply to parents, affiliates, subsidiaries, or other ventures of any such party.
- 4.2 Each Contractor/Employer(s) shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement. Any alleged breach of this Agreement by a Contractor/Employer(s) or any dispute between the Union(s) and the Contractor/Employer(s) respecting compliance with the terms of this Agreement, shall not affect the rights, liabilities, obligations and duties between the signatory Union(s) and each of the other Contractor/Employer(s), party to this Agreement.
- 4.3 It is mutually agreed by the parties that any liability of a Union(s) shall be several and not joint. Any alleged breach of this Agreement by a signatory Union(s) shall not affect the rights, liabilities, obligations and duties between the Contractor/Employer(s) and the other Union(s) party to this Agreement.
- 4.4 It is recognized by the parties to this Agreement that the Contractor/Employer(s) are acting only on behalf of said Contractor/Employer(s), and said Contractor/Employer(s) have no authority, either expressed, implied, actual, apparent or ostensible, to speak for or bind the City.

ARTICLE 5

NO STRIKES - NO LOCKOUTS

5.1 The Union(s), the City and Contractor/Employer(s) covered by the Agreement agree that for the duration of the Project:

- 5.1.1 There shall be no strikes, sympathy strikes, work stoppages, picketing, hand billing or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Union(s) or employees employed on the Project, at the job site of the Project or at any other facility of the City because of a dispute on the Project. Disputes arising between the Union(s) and Contractor/Employer(s) on other City projects are not governed by the terms of the Agreement or this Article.
- 5.1.2 As to employees employed on the Project, there shall be no lockout of any kind by a Contractor/Employer(s) covered by the Agreement.
- 5.1.3 If a master collective bargaining agreement expires before the Contractor/Employer(s) completes the performance of the Construction Contract and the Union(s) or Contractor/Employer(s) gives notice of demands for a new or modified master collective bargaining agreement, the Union(s) agrees that it will not strike on work covered under this Agreement and the Union(s) and the Contractor/Employer(s) agree that the expired master collective bargaining agreement shall continue in full force and effect for work covered under this Agreement until a new or modified master collective bargaining agreement is reached. If the new or modified master collective bargaining agreement provides that any terms of the master collective bargaining agreement shall be retroactive, the Contractor/Employer(s) agrees to comply with any retroactive terms of the new or modified master collective bargaining agreement which are applicable to employees who were employed on the projects during the interim with retroactive payment due within seven (7) days of the effective date of the modified Master Agreement.
- 5.1.4 Withholding employees for failure of a Contractor/Employer(s) to tender timely Trust Fund(s) contributions as required in accordance with Article 16 and/or for failure to timely meet its weekly payroll is not a violation of this Article 5; however, the Union(s) shall give the affected Contractor/Employer(s), the Coordinator and the City written notice seventy-two (72) hours prior to the withholding of employees when failure to tender Trust Fund(s) contributions has occurred. There shall be twenty-four (24) hours notice when failure to meet weekly payroll has occurred or when paychecks are determined to be nonnegotiable by a financial institution normally recognized to honor such paychecks.

Should a Contractor/Employer(s) performing work on this Project be delinquent in the payment of Trust Fund(s) contributions required under this Agreement, the

Union(s) may request that the general Contractor/Employer(s) issue joint checks payable to the Contractor/Employer(s) and the appropriate employee benefit Trust Fund(s), on behalf of the employee(s) until such delinquencies are satisfied. Any Trust Fund(s) claiming that a Contractor/Employer(s) is delinquent in its fringe benefit contributions to the Trust Fund(s) will provide written notice of the alleged delinquency to the affected Contractor/Employer(s), with copies to the General Contractor/Employer(s), the Coordinator and the City. The notice will indicate the amount of delinquency asserted and the period that the delinquency covers. It is agreed, however, with respect to Contractor/Employer(s) delinquent in trust or benefit contribution payments, that nothing in this Agreement shall affect normal contract remedies available under the MLAs. If the General Contractor/Employer(s) is delinquent in the payment of Trust Fund(s) contributions for covered work performed on this project, the General Contractor/Employer(s) agrees that the affected Trust Fund(s) may place the City on notice of such delinquencies and the General Contractor/Employer(s) further agrees that the City may issue joint checks to the General Contractor/Employer(s) and the Trust Fund(s), on behalf of the employee(s) until the delinquency is satisfied.

- 5.2 Expedited Arbitration: Any party to this Agreement shall institute the following procedure, prior to initiating any other action at law or equity, when a breach of this Article is alleged to have occurred:
- 5.2.1 A party invoking this procedure shall notify Bob Hirsch, as the permanent Arbitrator, or, Barry Winograd, as the alternate Arbitrator under this procedure. In the event that the permanent Arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then a selection shall be made from the list of Arbitrators in Article 11.2.2, Step 5. Should either the permanent or the alternate arbitrator listed above no longer work as a labor arbitrator, the City and the Council shall mutually agree to a replacement. Notice to the Arbitrator shall be by the most expeditious means available, with notices by facsimile, email or telephone to the Coordinator, the City and the party alleged to be in violation, and to the Council and involved local Union(s) if a Union(s) is alleged to be in violation.
 - 5.2.2 Upon receipt of said notice, the Coordinator will contact the designated Arbitrator named above or his alternate who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.
 - 5.2.3 The Arbitrator shall notify the parties by facsimile, email or telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the Arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of an award by the Arbitrator.

- 5.2.4 The sole issue at the hearing shall be whether or not a violation of Article 5, Section 5.1.1 of the Agreement has occurred. The Arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with or enforcement of the award. The Arbitrator may order cessation of the violation of this Article and other appropriate relief and such award shall be served on all parties by hand or certified mail upon issuance.
- 5.2.5 Such award may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's award as issued under Section 5.2.4 of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order or enforcement. The Court's order or orders enforcing the Arbitrator's award shall be served on all parties by hand or delivered by certified mail.
- 5.2.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance, are waived by the parties.
- 5.2.7 The fees and expenses of the Arbitrator shall be divided equally between the party instituting the arbitration proceedings provided in this article and the party alleged to be in breach of its obligation under this article.

ARTICLE 6

WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

- 6.1 The assignment of Covered Work will be solely the responsibility of the Contractor/Employer(s) performing the work involved and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.
- 6.2 All jurisdictional disputes on this Project between or among the Union(s) and the Contractor/Employer(s), parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department, or any other plan or method of procedure that may be adopted in the future by the Building

and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractor/Employer(s) and Union(s) parties to this Agreement.

- 6.2.1 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch and Thomas Pagan and the Arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California, within fourteen (14) days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.
- 6.3 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor/Employer(s)' assignment shall be adhered to until the dispute is resolved. Individuals violating this Section shall be subject to immediate discharge.
- 6.4 Each Contractor/Employer(s) shall conduct a Pre-Job Conference with the Council prior to commencing Covered Work. The Primary Employer, the Coordinator and the City will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Contractor/Employer(s) may be held together.

ARTICLE 7

COORDINATOR

- 7.1 The City will designate a Coordinator, who will be responsible for the administration and application of this Agreement.
- 7.2 The Coordinator shall endeavor to facilitate harmonious relations between the Contractors and Unions signatory hereto and will represent the City at the Pre-Job Conference(s) called for in Article 8 and the A Joint Administrative Committee called for in Article 20. The Coordinator shall not be responsible for the acts of the Contractor/Employer(s) or Unions signatory hereto, and will not be a party to any arbitration or litigation arising out of this Agreement.

ARTICLE 8

PRE-JOB CONFERENCES

8.1 Pre-Job Conference Timing and Attendees:

8.1.1 The Contractor shall hold and conduct a mandatory pre-job conference with representatives of all involved sub-contractors and the Unions at a location mutually agreeable to the Council at least twenty-one (21) calendar days prior to:

- (a) The commencement of any Covered Work, as defined in section 2.3 above; and

(b) The commencement of Covered Work on each subsequently awarded Construction Contract.

8.1.2 The conference shall be attended by a representative of each participating Contractor, each affected Union, and the Council. The Owner may attend at its discretion.

8.2 Pre-Job Conference Information.

8.2.1 The information to be presented at the pre-job conference will consist of:

- (a) A listing of each Contractor's scope of work;
- (b) The Contractor's craft assignments;
- (c) The estimated number of craft workers required to perform the work;
- (d) Transportation and parking arrangements, if any;
- (e) The estimated start and completion dates of the work;
- (f) Identification of any pre-fabricated materials;
- (g) All workforce projection information required under Article 14 of this Agreement; and
- (h) A listing of all specialty work to be performed by the employees of an equipment vendor or manufacturer to protect the warranty on such equipment, and a demonstration by enumeration of specific tasks why such work cannot be performed by Covered Employees.

8.3 Work will not commence for any Contractor until an Agreement to be Bound has been signed and submitted by a duly authorized representative of the Contractor to the applicable Union(s) and the Council.

ARTICLE 9

MANAGEMENT RIGHTS

9.1 Consistent with the Schedule A Agreements, the Contractor/Employer(s) shall retain full and exclusive authority for the management of their operations, including the right to direct their work force in their sole discretion. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees except that lawful manning provisions in the MLA shall be recognized.

ARTICLE 10

WORK RULES

10.1 Work rules shall apply as set forth in the applicable MLA.

ARTICLE 11

GRIEVANCE PROCEDURE

- 11.1 All disputes concerning the interpretation and/or application of this Agreement which do not fall within the Article 5, No Strikes-No Lockouts procedure or Article 6, Work Assignments and Jurisdictional Disputes, shall be governed by the following grievance and arbitration procedure.

Employee Grievances: All disputes involving discipline and/or discharge of employees working on the Project shall be resolved through the grievance and arbitration provision contained in the MLA for the craft of the affected employee. No employee working on the Project shall be disciplined or dismissed without just cause.

- 11.2 Grievances between one or more Union(s) and one or more Contractor/Employer(s); or between the City and one or more Contractor/Employer(s) regarding interpretation and/or application of this Agreement shall be pursued according to the following provisions:

11.2.1 A grievance shall be considered null and void if not brought to the attention of the Contractor/Employer(s) or the Union(s) within fourteen (14) calendar days after the grievance is alleged to have occurred but in no event more than thirty (30) calendar days after the charging party became aware of the event giving rise to the dispute. The Coordinator shall be delivered a copy of all grievances.

11.2.2 Grievances between one or more Union(s) and one or more Contractor/Employer(s), or between the City and one or more Contractor/Employer(s) regarding provisions of this Agreement shall be settled or otherwise resolved according to the following Steps and provisions:

Step 1: A representative of the grievant and the party against whom the grievance is filed shall meet and attempt to resolve the grievance.

Step 2: In the event the matter remains unresolved in Step 1 above, within seven (7) calendar days, the grievance shall be reduced to writing and may then be referred by the Union(s), the City, or the Contractor/Employer(s) to the other party for discussion and resolution.

Step 3: In the event that the representatives are unable to resolve the dispute within the seven (7) calendar days after its referral to Step 2, either involved party may submit the dispute within seven (7) calendar days to the Joint Administrative Subcommittee established in Section 20.2. The Joint Administrative Subcommittee shall meet within seven (7) calendar days after such referral (or such longer time as is mutually agreed upon by the representatives on the Joint Administrative Subcommittee) to confer in an attempt to resolve the grievance. If a Union(s) is party to the grievance, regardless of which party has initiated the grievance proceeding, prior to the

meeting of the Joint Administrative Subcommittee, the Union(s) shall notify its International Union Representative(s), which shall advise both parties if it intends on participating in the meeting. The participation by the International Union Representative in this Step 3 meeting shall not delay the time set herein for the meeting, unless otherwise mutually agreed by the parties. If the dispute is not resolved by the Joint Administrative Subcommittee, it may be referred within seven (7) calendar days by either party to Step 4.

At the time a grievance is submitted under this Agreement or any MLA, the Union(s) may request that the City withhold and retain an amount from what is due and owing to the Contractor/Employer(s) against whom the grievance is filed, sufficient to cover the damages alleged in the grievance, should the Union(s) prevail.

The amount shall be retained by the City until such time as the underlying grievance giving rise to the retention is withdrawn, settled, or otherwise resolved, and the retained amount shall be paid to whomever the parties to the grievance shall decide, or to whomever an Arbitrator shall so order.

Step 4: In the event the matter remains unresolved in Step 3, either Party may request, within seven (7) calendar days, that the dispute be submitted to arbitration. The time limits set out in this procedure may, upon mutual agreement, be extended. Any request for arbitration, request for extension of time limits, and agreement to extend such time limits shall be in writing with a copy delivered to the Coordinator.

Step 5: The Parties agree that the Arbitrator who will hear the grievance shall be selected from the following: Barry Winograd, William Riker, and Robert Hirsch. The parties shall flip a coin to determine who shall strike the first name and shall then alternately strike names from the list and the last remaining name shall be the neutral third party Arbitrator who shall have the power to resolve the dispute in a final and binding manner. Should a Party to the procedure fail or refuse to participate in the hearing, if the Arbitrator determines that proper notice of the hearing has been given, said hearing shall proceed to a default award. The Arbitrator's award shall be final and binding on all Parties to the arbitration. The costs of the arbitration, excluding attorney fees, including the Arbitrator's fee and expenses, shall be borne by the losing party. The Arbitrator's decision shall be confined to the question(s) posed by the grievance and the Arbitrator shall not have authority to modify amend, alter, add to, or subtract from, any provisions of this Agreement.

- 11.3 Grievances raised by the City against one or more Union(s) and/or the Council, or against the City by one or more Union(s) and/or the Council, regarding provisions of this Agreement shall be settled or otherwise resolved according to the following Steps and provisions:

Step 1: The Joint Administrative Subcommittee shall attempt to resolve the grievance. The Joint Administrative Subcommittee shall meet within five (5) working days after receipt of the grievance (or such longer time as is mutually agreed upon by the representatives on this Joint Administrative Subcommittee) to confer with regard to the grievance. If the dispute is not resolved by the Joint Administrative Subcommittee, it may be referred within five (5) working days by either party to the Joint Administrative Committee.

Step 2: The Joint Administrative Committee shall attempt to resolve the grievance. The Joint Administrative Committee shall meet within five (5) working days after receipt of the grievance (or such longer time as is mutually agreed upon by the representatives on the Joint Administrative Committee) to confer with regard to the grievance. In the event that the Joint Administrative Committee is unable to resolve the dispute within the five (5) working days after receipt of the grievance, either involved party may proceed to Step 3.

Step 3: In the event the matter remains unresolved pursuant to Step 2, either Party may request that the dispute be submitted to arbitration in accordance with the process set forth in Paragraph 11.2.2. Step 5.

Step 4: Should a Party to the procedure fail or refuse to participate in the hearing, if the Arbitrator determines that proper notice of the hearing has been given, said hearing shall proceed to a default award. The Arbitrator's award shall be final and binding on all Parties to the arbitration. The costs of the arbitration, including the Arbitrator's fee and expenses, shall be borne by the losing Party. The Arbitrator's decision shall be confined to the question(s) posed by the grievance and the Arbitrator shall not have authority to modify, amend, alter, add to, or subtract from, any provisions of this Agreement.

- 11.4 Grievances between a Union(s) and a Union(s)' signatory Contractor/Employer(s) involving interpretation or application of the MLA shall be governed by the grievance procedures contained in the MLA.

ARTICLE 12

UNION RECOGNITION AND REPRESENTATION

- 12.1 The Contractor/Employer(s) recognize the Union(s) signatory hereto as the sole and exclusive collective bargaining representatives for all craft employees on the Project.

- 12.2 The Contractor/Employer(s) shall require all employees who work on a Construction Contract on or before eight (8) days of consecutive or cumulative employment on the Project to comply with the applicable Union(s)' security provisions, and to maintain compliance for the period of time they are performing work on the Project, which requirement shall be satisfied by the tendering of periodic dues and fees uniformly required to the extent allowed by law. Further, there is nothing in this Agreement that would prevent non-union employees from joining the Union(s).
- 12.3 Authorized representatives of the Union(s) shall have access to the site at all times. Such representatives shall comply with reasonable visitor safety and security rules established for the Project at the pre-job meeting. Access for Union(s) representatives will not be unduly restricted.

ARTICLE 13

REFERRAL

- 13.1 Contractor/Employer(s) performing construction work on the Project described in the Agreement shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Union(s) signatory hereto when such procedures are not in violation of Federal law. The Contractor/Employer(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement.
- 13.2 The Contractor/Employer(s) shall have the unqualified right to select and hire directly all supervisors above the level of general foreman or senior general foreman it considers necessary and desirable, without such persons being referred by the Union(s).
- 13.3 In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor/Employer(s) for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Contractor/Employer(s), the Contractor/Employer(s) shall be free to obtain workers from any source. A Contractor/Employer(s) who hires any personnel to perform covered work on the Project pursuant to this Section shall immediately provide the appropriate Union(s) with the name and address of such employee(s) and shall immediately refer such employee(s) to the appropriate Union(s) to satisfy the requirements of Article 12 of this Agreement.

ARTICLE 14

LOCAL WORKFORCE DEVELOPMENT

- 14.1 The parties agree to a goal that residents of the city of Alameda, and Alameda County ("Local Residents"), in order of priority as here listed, will perform up to twenty-five

percent (25%) percent of all hours worked on the Project, on a craft-by-craft basis, if such workers are available, capable and willing to work. Contractors will first be required to request residents from the City of Alameda, and if those are not available, will then request residents from Alameda County. If the Local Resident is also a high school graduate of a high school located in Alameda or has received a General Educational Development diploma ("GED") while living in Alameda, those hours will count double. In addition, the parties agree that participants in the Alameda Point Collaborative Program will be referred to the apprentice programs of the Union(s) and establish a goal that such participants will perform fifteen percent (15%) of all apprentice hours worked on the Project. All participants that will be referred to the contractors to meet this requirement will have gone through a pre-apprenticeship program that meets the Multi-Craft Core Curriculum as established by the National Building Trades, or other union pre-apprenticeship programs.

- 14.2 The Contractor/Employer(s) shall make good faith efforts to reach these goals working through the hiring hall procedures of the applicable Schedule A Agreement and, when applicable, utilize their "rehire" and "name call" rights to employ such Local Residents. The Union(s) shall utilize their utmost efforts to recruit sufficient numbers of apprentice and journeymen craftspersons who are Local Residents to fulfill the requirements of the Contractor/Employer(s). The parties to this Agreement support the development and placement of increased numbers of skilled construction workers from Local Residents to meet the needs of the Project and the requirements of the industry generally.
- 14.3 To evaluate the performance of the Contractor/Employer(s) and Union(s) in achieving the employment of Local Residents goal on this Project, the Contractor/Employer(s) shall submit copies of their monthly certified payroll reporting forms to the Coordinator. The Contractor shall also submit a monthly report tabulating the ratio of Local Residents to total employees for each craft Union to the Coordinator. The performance of the Contractor/Employer(s) and Union(s) will be reviewed at the periodic Joint Administrative Committee meetings called for in Section 20 of this Agreement.

ARTICLE 15

NON-DISCRIMINATION

- 15.1 The Contractor/Employer(s) and Union(s) agree to comply with all anti-discrimination provisions of federal, state and local law, to protect employees and applicants for employment on the Project.

ARTICLE 16

APPRENTICES

- 16.1 Recognizing the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, the Contractor/Employer(s) will employ apprentices in the respective Union(s) to perform such work as is within their capabilities and which is customarily performed by the Union(s) in which they are indentured. The apprentice ratios will be in compliance with the applicable provisions of the California Labor Code and Prevailing Wage Rate Determinations.
- 16.2 The parties only recognize the State-approved Apprenticeship training programs administered by Joint Labor/Management Apprenticeship Training Committees for the purposes of meeting the goals of this Article 16.

ARTICLE 17

WAGE SCALES AND FRINGE BENEFITS

- 17.1 All Contractor/Employer(s) agree to pay contributions to the established vacation, pension and other form of deferred compensation plan, apprenticeship, health benefit funds, and all other contributions established by the applicable MLA for each hour worked on the Project in the amounts designated in the MLAs of the appropriate Union(s) that are recognized by a prevailing wage determination and paid in accordance with the MLA. The Contractor/Employer(s) shall not be required to pay contributions to any other trust funds or other contributions that are not contained in the published prevailing wage determination to satisfy their obligation under this Article, except that those Contractor/Employer(s) who are signatory to the MLAs with the respective trades shall continue to pay all trust fund or other contributions as outlined in such MLAs.
- 17.2 By signing this Agreement, the Contractors/Employers adopt and agree to be bound by the written terms of the legally established Trust Agreements, as described in Section 17.1, which may from time to time be amended, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractors/Employers authorize the parties to such local trust agreements to appoint trustees and successor trustees to administer the Trust Funds and hereby ratify and accept the trustees so appointed as if made by the Contractors/Employers. The Contractors/Employers agree to execute a separate Subscription Agreement(s) for Trust Funds when such Trust Fund(s) requires such document(s).
- 17.3 Wages, Hours, Terms and Conditions of Employment: The wages, hours and other terms and conditions of employment on the Project shall be governed by the MLAs of the respective Union(s), copies of which shall be made available to the City upon request, to the extent such MLA is not inconsistent with this Agreement.

- 17.4 Holidays: Holidays shall be established as set forth in the applicable MLA.

ARTICLE 18

HEALTH AND SAFETY

- 18.1 The employees covered by the terms of this Agreement shall at all times, while in the employ of the Contractor/Employer(s), be bound by the reasonable safety rules and regulations as established by the City and Contractor/Employer(s) and in accordance with OSHA/Cal-OSHA. These rules and regulations will be published and posted at conspicuous places throughout the Project.
- 18.2 In accordance with the requirements of OSHA/Cal-OSHA, it shall be the exclusive responsibility of each Contractor/Employer(s) on the Project to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the Contractor/Employer(s).
- 18.3 A convenient supply of cold and potable drinking water shall be provided by the Contractor/Employer(s).
- 18.4 The Contractor/Employer(s) and Union(s) agree that the work site shall be a drug free workplace. Parties agree to recognize and use the Substance Abuse Prevention Program contained in each applicable Union(s)' MLA.

ARTICLE 19

HELMETS TO HARDHATS

- 19.1 The parties recognize a desire to facilitate the entry into the Building and Construction Trade Union(s) of veterans who are interested in careers in the building and construction industry. The parties agree to utilize the services of the Center for Military Recruitment, Assessment and Veteran's Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.
- 19.2 The Union(s) and Contractor/Employer(s) agree to coordinate with the Center to assist in the creation and maintenance an integrated database of Veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Union(s) will give credit to such Veterans for bona fide, provable past experience.

- 19.3 To evaluate the performance of the Contractor/Employer(s) and Union(s) in achieving the employment of veterans on this Project, the Contractor/Employer(s) shall submit to the Coordinator information regarding veterans it has employed on a Project. The Contractor/Employer(s) shall submit a monthly report tabulating the number of veterans employed to the Coordinator. The performance of the Contractor/Employer(s) and Union(s) will be reviewed at the periodic Joint Administrative Committee meetings called for in Section 20 of this Agreement.

ARTICLE 20

JOINT ADMINISTRATIVE COMMITTEE

- 20.1 The Council and the City to this Agreement shall establish a six (6) person Joint Administrative Committee. This Committee shall be comprised of three (3) representatives selected by the City and three (3) representatives selected by the Council. The City and the Council shall designate alternates who shall serve in the absence of designated representatives for any purpose contemplated by this Agreement. The Joint Administrative Committee shall meet as required to review the implementation of the Agreement, the progress of the Projects and the employment of Local Residents and veterans on Projects covered by this Agreement.
- 20.2 The Joint Administrative Committee shall appoint a Joint Administrative Subcommittee consisting of one City representative and one Union(s) representative for the purpose of convening to confer in an attempt to resolve a grievance that has been filed consistent with Article 11. Any question regarding the meaning, interpretation, or application of the provisions of this Agreement shall be referred directly to the Joint Administrative Subcommittee for resolution. The Joint Administrative Subcommittee shall meet as required to resolve grievances by majority vote with such resolutions to be final and binding on all signatories of the Agreement. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an award by the Joint Administrative Subcommittee, if such award is made by a majority vote, and the hearing shall proceed ex parte. If the subcommittee is unable to resolve the grievance, the grievance may be referred in accordance with Step 3 of Article 11.

ARTICLE 21

MISCELLANEOUS PROVISIONS

- 21.1 Counterparts. This Agreement may be executed in counterparts, such that original signatures may appear on separate pages, and when bound together all necessary signatures shall constitute an original. Faxed or e-mailed pdf signature pages transmitted separately to other parties to this Agreement shall be deemed equivalent to original signatures.

- 21.2 **Warranty of Authority.** Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated, and each of the parties by signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

ARTICLE 22

GENERAL SAVINGS CLAUSE

- 22.1 It is not the intention of either the City, Contractor/Employer(s) or the Union(s) parties to violate any laws governing the subject matter of this Agreement. If any Article or provision of this Agreement shall be declared invalid, inoperative, or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the federal, state or local government, the parties shall suspend the operation of each such Article or provision during the period of invalidity. Such suspension shall not affect the operation of any other provision covered in this Agreement to which the law or regulation is not applicable. Further, the Contractor/Employer(s) and Union(s) agree that if and when any or all provisions of this Agreement are finally held or determined to be illegal or void by a Court of competent jurisdiction, the City and the Council will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of an applicable law and the intent of the parties hereto.

ARTICLE 23

DURATION OF AGREEMENT

- 23.1 This Agreement shall become effective on the day the city of Alameda ratifies this Agreement and shall continue in full force and effect for a period of three (3) years, at which time this Agreement will be reviewed and considered for extension or renewal with modifications if appropriate. Individual projects within the scope of this Agreement may be completed in phases and this Agreement shall be applied to such individual projects until Completion of such phase. After the expiration of this Agreement, the provisions of the Agreement shall continue to apply to those Projects subject to this Agreement until construction is completed. The parties may mutually agree in writing to amend, extend or terminate this Agreement at any time.

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ADDENDUM "A"

PROJECT STABILIZATION AGREEMENT FOR THE CITY OF ALAMEDA

AGREEMENT TO BE BOUND

The undersigned party confirms that it agrees and assents to comply with and to be bound by the City of Alameda Project Stabilization Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Agreement To Be Bound, the undersigned party subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreements, as set forth in section 17, specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such Trust Fund(s) and ratifies and accepts the trustees appointed by the parties to such Trust Fund(s) and agrees to execute a separate Subscription Agreement(s) for Trust Funds when such Trust Fund(s) require(s) such document(s).

Such assent and obligation to comply with and to be bound by this Agreement shall extend to all work covered by said Agreement undertaken by the undersigned party. The undersigned party shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of this Agreement by signing an identical Agreement To Be Bound.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

Dated: _____

Project: _____

Signature of Authorized Officer

Authorized Officer & Title

Name of Contractor/Employer(s)

Contractor/Employer(s) Address

CSLB #

Area Code Phone

E-mail and/or Fax

Motor Carrier (CA) Permit Number


DIR Prevailing Wage Registration #

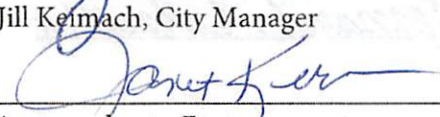
EXHIBIT A

MASTER LABOR AGREEMENTS OF SIGNATORY AFFILIATED LOCAL UNIONS:

SIGNATURES

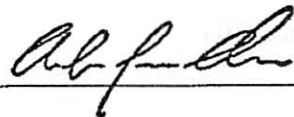
City of Alameda


Jill Keimach, City Manager


Approved as to Form:

Janet Kern, City Attorney

Building and Construction Trades Council
Of Alameda County, AFL-CIO


Andreas Cluver, Secretary-Treasurer

SIGNATORY UNION(S)

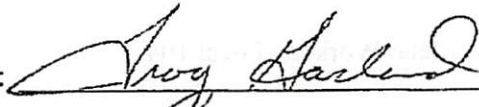
Asbestos Workers, Local 16

By: 

Boilermakers, Local 549

By: 

Bricklayers & Allied Craftsmen, Local 3

By: 

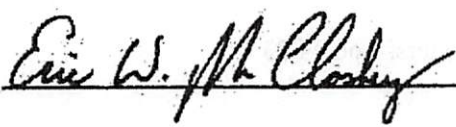
Cement Masons, Local 300

By: 

Electrical Workers, Local 595

By: 

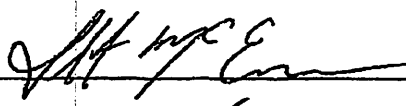
Elevator Constructors, Local 8

By: 

Laborers, Local 886

By: 

Iron Workers, Local 378

By: 

Laborers, Local 67

By: 

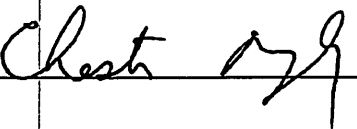
Laborers, Local 304

By: 

Operating Engineers, Local 3

By: 

Plasterers, Local 66

By: 

Roofers, Local 81

By: 

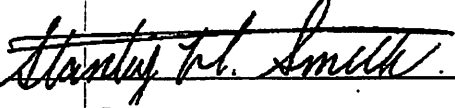
Sheet Metal Workers, Local 104

By: 

Sign Display, Local 510

By: 

Sprinkler Fitters, Local 483

By: 

Teamsters, Local 853

By: 

United Association of Journeymen and
Apprentices Fitting Industry, Underground
Utility & Landscape, Local 355

By: Miguel Quijano

United Association of Steamfitters,
Pipefitters, Plumbers, & Gas Fitters,
Local 342

By: Genick Kunalovic

Northern California Carpenters
Regional Council (on behalf of Carpenters,
Local 713, Carpenters, Local 2236, Lathers,
Local 68L, Millwrights, Local 102,
Pile Drivers, Local 34)

By: [Signature]

District Council No. 16 Northern
California International Union of
Painters & Allied Trades (on behalf of
Auto & Marine Painters, Local 1176,
Carpet & Linoleum Layers, Local 12,
Glaziers, Architectural Metal
& Glassworkers, Local 169,
Painters & Tapers, Local 3)

By: Chad & Chad L

District Council of Iron Workers of the
State of California & Vicinity Trades

By: _____