

**CITY OF OAKLAND
CONTRACT OF PUBLIC WORKS**

THIS CONTRACT is entered into this **24th of March of 2015** by and between the:

City of Oakland, a municipal corporation,
(hereinafter referred to as "City"), and
McGuire and Hester,
(hereinafter referred to as "Contractor").

FOR AND IN CONSIDERATION of the promises hereinafter made, City and Contractor agree as follows:

Contractor will furnish necessary machinery, tools, apparatus, and other means of construction. Further, Contractor will furnish the materials and do all work in the manner and time prescribed in:

- 1) Project Specifications, Plans, including any Addenda, for Project No. **C464560 - Latham Square Streetscape Improvements** and documents referenced and incorporated therein; and
- 2) The Contractor's bid in the sum of **Four Million One Hundred Ninety Thousand One Hundred Fifty-Six Dollars** (**\$4,190,156.00**) received **January 26, 2015** (Exhibit A – Scope of Work).

The contract documents shall include, but are not limited to, all documents identified above, the "Greenbook" Standard Specifications for Public Works Construction, 2009 Edition, and the City of Oakland Standard Details for Public Works Construction, 2002 Edition thereto, and shall constitute the contract between the parties as though all documents were attached hereto or herein repeated. The contract documents are intended to be cooperative and to provide for a complete work. Said contract documents are on file in the Public Works Department.

1. Commencement of Work

Work shall be commenced on the date of the Notice to Proceed which is sent by the Director of the Public Works Department and shall be completed within **ONE HUNDRED EIGHTY (180) CALENDAR DAYS**.

2. Bonds

Contractor shall provide two good and sufficient surety bonds, which name the City of Oakland as insured. The Payment Bond shall be for One Hundred percent (100%) of the contract price to guarantee faithful payment to subcontractors, material suppliers, and laborers. The Performance Bond shall be One Hundred percent (100%) of the contract price. Contractor shall maintain the bonds in full force and effect until the work is accepted by City, and until all claims for material and labor are paid, and shall otherwise comply with the Civil Code.

3. Contractor's Liability

Contractor shall be responsible for all injuries to persons and for all damage to real or personal property of City or others, caused by, or resulting from the negligence of itself, its employees, or its agents during the progress of, or connected with, the rendition of services hereunder. Contractor shall defend and hold harmless and indemnify City, Councilmembers, directors, officers, agents, employees, and volunteers from all costs and claims for damages to real or personal property, or personal injury to any third party, resulting from the negligence, actions, or inaction of Contractor, subcontractors, employees or agents, arising out of the Contractor's performance of work under this contract. *Contractor must provide proof of insurance per Schedule Q.*

4. Liability Insurance

Contractor shall maintain all insurance required by the project for the duration of the contract. Contractor shall name the City of Oakland and its Councilmembers, directors, officers, agents, employees and volunteers as additional insureds on the general liability policy. *Contractor must provide proof of insurance per Schedule Q.*

5. Worker's Compensation Insurance

Contractor hereby certifies that it is aware of and will comply with Section 3700 of the California State Labor Code that requires every employer to be insured against liability for Workers' Compensation or to undertake self insurance before commencing any of the work. *Contractor must provide proof of insurance per Schedule Q.*

6. Prevailing Wage

Contractor certifies and agrees that it will comply with the requirement to pay its employees prevailing wages as set forth in City Resolution No. 57103 C.M.S. City may request documentation to certify that Contractor has paid its employees at the appropriate prevailing wage rate. In the event that City determines that Contractor has failed to pay any of its employees in accord with the appropriate prevailing wage rate, City shall report its findings to the Department of Labor and/or withhold the difference between the amount paid and amount owed for prevailing wages from any amount owed Contractor until such time as the payment dispute is fully and finally resolved. This provision in no way creates any contractual or third party beneficiary relationship between any of Contractor's employees and City, nor does it create any liability or duty on City for Contractor's failure to make timely or appropriate payments to its employees.

7. Nuclear Weapons Policy

It is City's policy to minimize the expenditure of City funds on goods and services produced by Nuclear Weapons Makers. City urges all contractors to avoid contracting for goods and services which are manufactured or provided by Nuclear Weapons Makers. *Contractor must also complete Schedule P.*

8. Audit

Contractor shall permit authorized representatives of City to have access to Contractor's books, records, accounts and any and all data relevant to this contract, for the purpose of

making an audit or examination during the term of the contract and for a period of four years following the fiscal year of the last expenditure under this contract.

9. Discrimination

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to California Government Code, Section 12990. Further, Contractor agrees not to discriminate against any individual or company because of marital status, race, color, religion, ancestry, sex, sexual orientation, age, national origin, physical handicap, Acquired Immune Deficiency Syndrome (AIDS), or AIDS related conditions, or any other arbitrary basis.

10. Oakland Business License

Contractor has and will continue to maintain a current Oakland Business License during the term of this contract. Contractor shall insert in each of its subcontract agreements a provision which requires its sub-contractors to present proof that the subcontractor has obtained a current Oakland Business License during the term of this contract.

11. Notice

Any party to this contract may change the name or address of representatives for purpose of this paragraph by providing written notice, via facsimile and concurrently by prepaid U.S. certified or registered postage, to all other parties ten (10) business days before the change is effective.

City of Oakland:

OPW-Contract Services
250 Frank H. Ogawa Plaza, Suite 4314
Oakland, CA 94612
Fax (510) 238-2436 or chao@oaklandnet.com

Contractor:

McGuire and Hester
Keith Anderson
9009 Railroad Ave
Oakland, CA 94603
510-562-5209 or kanderson@mcguireandhester.com

Any party to this Agreement wishing to make changes to this Notice section shall do so in writing ten (10) business days before the change is effective.


12. Certification

The individuals who have affixed their signatures below certify and attest each is empowered to execute this Agreement and act on behalf of and bind the party in whose name this Agreement is executed.

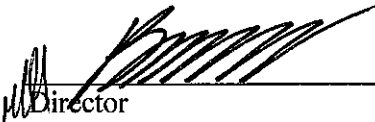
IN WITNESS WHEREOF:

Contractor has hereto set his hand, and the City Administrator of the City of Oakland, by Resolution of the City Council of said City, thereunto duly authorized, has caused the name of the CITY OF OAKLAND to be affixed hereto, all in triplicate the day and year first above written.

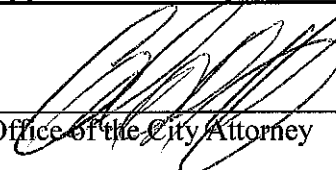
McGuire and Hester

 4/1/15
~~Mike Hester~~ Robert C. Doud, Exec VP/CFO Date
~~President~~

Public Works Department

 4-24-15
Director Date

Approved as to form and legality

 4-23-15
Office of the City Attorney Date

CITY OF OAKLAND
(a municipal corporation)

 5/1/15
Office of the City Administrator Date

City Council Resolution No. 85455 CMS
Oakland Business Tax Certificate No. 1197339
Contract Purchase Order No. _____

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

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

State of California)

County of Alameda)On 04/01/2015 before me, Shawna Kay Olgin, Notary Public

Date

Here Insert Name and Title of the Officer

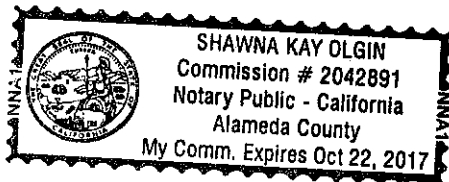
personally appeared Robert C. Doud

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached DocumentTitle or Type of Document: Contract Document Date: _____

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

Capacity(ies) Claimed by Signer(s)Signer's Name: Robert C. Doud☒ Corporate Officer — Title(s): Exec VP/CFO☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____Signer Is Representing: McGuire and Hester

Signer's Name: _____

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

Signer Is Representing: _____

EXHIBIT A - Scope of Work

1) Project Description:

The proposed work consists, in general, of streetscape improvements, plaza improvements, and roadway realignment of the area around the Latham Square plaza in downtown Oakland, California. The Project area consists of Telegraph Avenue from Broadway to 17th Street, Broadway from 14th Street to 17th Street, and 16th Street from Telegraph Avenue to San Pablo Avenue. The project location is unique in that it is in downtown Oakland in a heavily traveled corridor, there are basements adjacent to the project site and under sidewalks within the right-of-way, and there are historic landmarks adjacent to and within the project area. The project includes typical streetscape improvements in addition to specialty plaza paving, bioinfiltration areas (rain gardens), fountain mechanical system, and historical fountain conservation and restoration.

2) Contractor's Bid dated: January 26, 2015

Bids must be received by the Office of the City Clerk located at
One Frank H. Ogawa Plaza, Room 101, Oakland, CA 94612.

prior to: 2:00 PM Thursday January 22, 2015 January 26, 2015
Time Day Date



CONTRACTOR'S BID

TO THE CITY OF OAKLAND, CALIFORNIA PUBLIC WORKS DEPARTMENT

For

LATHAM SQUARE STREETScape IMPROVEMENTS Project No. C464560

[PROVIDE REQUESTED INFORMATION ON BLANK LINES]

NAME OF BIDDER McGuire and Hester

BUSINESS ADDRESS 9009 Railroad Avenue, Oakland, CA 94603

BUSINESS ADDRESS 9009 Railroad Avenue

(PROVIDE STREET ADDRESS EVEN IF P.O. BOX USED)

CITY, STATE, ZIP Oakland, CA 94603

TELEPHONE NO: (510) 632-7676

FAX NO: (510) 562-5209

CONTRACTOR'S EMAIL ADDRESS: estimating@mcguireandhester.com

CONTRACTOR'S STATE LICENSE NO: 95879

CLASSIFICATION: A, B, C21, C27, C31, HAZ EXPIRATION: 11/30/15

OAKLAND BUSINESS LICENSE NO: 3370534

All bids shall include the Contractor's State License Number and Classification, as well as the Contractor's State License Number for each subcontractor. The work for which this bid is submitted is for construction in conformance with the Project Plans, Bid Book, including, but not limited to, the Special Provisions, Standard Specifications for Public Works Construction, 2009 Edition, City of Oakland Standard Detail for Public Works Construction 2002 Edition, including any addenda thereto, the contract annexed hereto, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

In accordance with Section 2-1.10 of the Special Provisions, if this bid shall be accepted and the undersigned shall fail to enter into the contract and furnish the two (2) bonds in the sums required by the State Contract Act, with surety satisfactory to the City, the City may, at its option, determine that the bidder has abandoned the contract, and thereupon this bid and the acceptance thereof shall be null and void and the forfeiture of the bid security accompanying this bid shall operate and the same shall be the property of the City.

The undersigned, as bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm, or corporation; that the bidder has carefully examined the location of the proposed work, the annexed proposed form of contract, the plans and specifications therein referred to, including all Addenda; and the bidder proposes and agrees if this bid is accepted, that the bidder will contract with the City, in the form of the copy of the contract annexed hereto, and the bidder proposes and agrees if this BID is accepted, that the bidder will execute and fully perform the contract for which bids are called; that the bidder will provide all necessary labor, storage, transportation, machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that the bidder will take in full payment therefor, including all applicable taxes, the unit prices set forth in the attached bid schedule.

BID SCHEDULES

The low bidder will be determined by the method indicated on the NTB. If no methodology is identified in the NTB, the default method shall be the lowest base bid price, without consideration of any alternates. The Base Bid Total shall include all work as stipulated in the bid items below and as shown on the drawings and described in the specifications, except that it shall not include any item listed as a bid alternate (if applicable).

Reminder: Each bidder is required to exclude from the base bid items its normal cost for the insurance coverages provided by the OCIP. Bidder must deduct the cost of OCIP coverages for all lower tier subcontractors, in addition to its own cost of OCIP coverages. Contractors that are ineligible and excluded from the OCIP are required to maintain their own insurance. They include:

- ✓ *Trades involved in hazardous material abatement or handling such as asbestos remediation or environmental cleanup operations.*
- ✓ *Suppliers/vendors who merely make deliveries to or from the job site; sales persons; tower-crane erection; and truckers.*
- ✓ *The City reserves the right to exclude any party even if otherwise eligible.*

Base Bid:

Item No.	Spec Section	Quantity	Unit of Measure	Item Description	Unit Price	Total Amount
1	9-3.4	1	LS	Mobilization	81,000	81,000
2	7-10	1	LS	Traffic Control	175,000.00 (N2H)	
3	300-1.4	1	LS	Clearing and Grubbing**	360,000.00	
4	302-1	37,200	SF	Cold Milling Asphalt Concrete	0.59	21,948
5	300-1.3.1.1	80	TONS	Class I Material Disposal	175.00	14,000.00
6	300-1.3.1.1	2,300	TONS	Class II Material Disposal	40.00	92,000.00
7	309-4	1	LS	Monuments and Benchmarks	12,500	12,500
8	302-5.9	37,200	SF	Asphalt Concrete Overlay	1.90	70,680
9	302-5.9	6,200	SF	Asphalt Concrete Pavement	13.50	83,700.00
10	302-6.8	750	SF	Concrete Pavement	12	9,000
11	303-5.9	8,150	SF	Concrete Base Slab for Stone Paving	9.00	73,350.00
12	303-5.9	940	LF	Concrete Base Slab for Stone Planter Curbing	28	26,320
13	303-11.20	2,250	SF	Stone Paving	76.00	
14	303-11.20	1,153	SF	Stone Paving with Water Proofing	75.00	
15	303-11.19	940	LF	Stone Planter Curbing	95.00	

ADDENDUM 1

Item No	Spec Section	Quantity	Unit of Measure	Item Description	Unit Price	Total Amount
16	303-11.19	1	LS	Engraved Lettering	3,000	3,000
17	303-12.18	9,800	SF	Interlocking Concrete Pavers	12.00	
18	303-13.19	5,169	SF	Brick Paving	35.00	
19	303-13.19	2,642	SF	Brick Paving with Water Proofing	17.00	
20	303-5.9	610	SF	Median Paving Segments	18	10,980
21	303-5.9	218	LF	Treewell / Planter Conc. Curb Band	40	8,720
22	303-5.9	155	LF	Telegraph Paver Conc. Edge Band	55	8,525
23	303-5.9	1	EA	Retrofit Detectable Warning Dome Surface	1,100	1,100
24	303-5.9	6,300	SF	Concrete Sidewalk	14.50	91,350.00
25	303-5.9	120	LF	Concrete Type 'B' Curb and Gutter (6")	125	15,000
26	303-5.9	685	LF	Concrete Type 'B' Curb and Gutter (4")	80	54,800
27	303-5.9	685	LF	Concrete Type 'D' Curb and Gutter	62.00	42,470.00
28	303-5.9	710	LF	Concrete Type 'B' Curb (No Gutter)	35	24,850
29	303-5.9	35	LF	Steel Faced Concrete Curb	190.00	6,650.00
30	303-5.9	15	EA	Concrete Curb Ramp	2,200	33,000
31	303-5.9	38	LF	Trench Drain	250.00	9,500.00

ADDENDUM 1

Item No.	Spec Section	Quantity	Unit of Measure	Item Description	Unit Price	Total Amount
32	306-9.5	4	EA	Area Drain	2,400	9,600
33	306-9.5	1	EA	Storm Drain Interceptor	5,000	5,000
34	306-9.5	2	EA	Type E-3 Curb Inlet	6,000	12,000
35	306-9.5	5	EA	Type B Curb Inlet	5,700	28,500
36	306-9.3	3	EA	Storm Drain Manhole	10,500	31,500
37	306-9.3	1	EA	Sewer Cleanout	1,100	1,100
38	5-8	1	LS	Utility Relocation and Coordination	10,000	10,000
39	306-1.6	350	LF	12" RCP Pipe for Storm Drain	330	115,500
40	306-1.6	75	LF	4" HDPE Sewer Lateral Pipe	680	51,000
41	308-8.3	550	SF	Biofiltration Planting Area (soil, aggregate, prep, barrier, planting)	17	9,350
42	303-5.9	195	LF	Concrete Planter/Seatwall	320	62,400
43	303-11.19	195	LF	Planter/Seatwall Stone Seat Slab	90	17,550
44	308-8.1	60	CY	Planter Soil/Fill and Placement (Median)	90	5,400
45	308-8	810	SF	Planter Landscape Area Shrubs (Median)	6	4,860
46	308-8.1	200	CY	Planter Soil/Fill and Placement (Typical)	90	18,000
47	308-8	1,800	SF	Planter Landscape Area Shrubs (Typical)	9.50	17,100

ADDENDUM 1

Item No.	Spec Section	Quantity	Unit of Measure	Item Description	Unit Price	Total Amount
48	308-8.4	13	EA	Shade Tree (48" Box)	2,800	36,400
49	308-8.2	70	CY	Structural Soil	320	22,400
50	304-6	6	EA	Interpretive Signs/Artwork	3,600	21,600
51	308-9.19	1	LS	Historical Water Feature Procedures	90,000.00	90,000.00
52	308-10.11	1	LS	Water Feature Mechanical System	91,000.00	91,000.00
53	308-8.8	1	LS	Irrigation System	84,000	84,000
54	308-8.7	1	LS	Extended Landscape Establishment	28,000	28,000
55	304-5.4	16	EA	6' Bench	3,200	51,200
56	304-5.4	8	EA	Relocated Bicycle Rack (eg. Inverted O)	290	2,320
57	304-5.4	8	EA	City-Furnished Bicycle Rack	290	2,320
58	304-5.4	6	EA	Trash Receptacle	2,1700	13,020
59	307-1.2	1	LS	Fountain and Tree Uplighting System	60,000.00	60,000.00
60	307-1.2	1	LS	Plaza String Lighting System	69,000.00	69,000.00
61	307-1.2	1	LS	Telegraph String Lighting System	15,000.00	15,000.00
62	307-1.2	1	LS	Plaza Pedestrian Lighting System	84,000.00	84,000.00
63	307-1.2	1	LS	Traffic Signal Modification-Broadway at 15 th **	295,000.00	295,000.00

ADDENDUM 1

Item No.	Spec Section	Quantity	Unit of Measure	Item Description	Unit Price	Total Amount
64	307-1.2	1	LS	Traffic Signal Modification-Broadway at 16 th **	63,000.00	63,000.00
65	307-1.2	1	LS	Traffic Signal Modification-Telegraph at 16 th **	162,000.00	162,000.00
66	307-1.2	1	LS	Traffic Signal Modification-Telegraph at 17 th **	156,000.00	156,000.00
67	307-1.2	2	EA	Traffic Signal Central Software	6,500.00	13,000.00 13,000.00
68	307-12.6	650	LF	Interconnect System - 3" Conduit	26.00	16,900.00
69	307-11.3	3	EA	Interconnect System - No. 6E Pull Box	740.00	2,220.00
70	307-17.5.5.8	2480	LF	144-Strand SMFO Trunk with Locator Wire	19.00	47,120.00
71	307-17.5.5.8	210	LF	12-Strand SMFO Branch with Locator Wire	51.00	10,710.00
72	307-17.5.5.8	3	EA	Underground Fiber Splice Closure	2,600.00	7,800.00
73	307-17.5.5.8	2	EA	Edge Switch	2,790.00	5,580.00
74	304-7.5	1	EA	New Roadside Sign	230.00	230.00
75	310-5.6	1	LS	Remove Pavement Markings, Traffic Striping, and Pavement Markers	2,600.00	2,600.00
76	310-7.2	1,786	SF	Crosswalk, Limit Lines, and Pavement Markings	4.00	7,144.00
77	310-5.6	460	LF	Curb Paint	3.00	1,380.00
78	310-6.4	6,165	LF	Thermoplastic Traffic Striping	1.00	6,165.00

ADDENDUM 1

79	EBMUD Drawings and Specification	1	LS	8" and 12" ML&PCS Installation**	165,000.00	165,000.00
BASE BID TOTAL: \$ 4,190,156.00						

BID ALTERNATES

The Contractor shall state alternate prices for the work described below. The responsibility for determining quantities for the Alternates rests with the Contractor. Base Bid and Alternates shall include cost of all supporting elements required, so that no matter what combination of Base Bid and Alternates is accepted, that portion shall be a complete entity in itself. Work for all Alternates shall be in strict accordance with the applicable Contract Documents.

Bid Alternate 1 – Add Cost of Insurance Coverage:

This alternate will be selected in the event that the City does not implement the OCIP for this project. Contractors will be required to provide full insurance coverage per Schedule Q, Section 2.0.

Item No.	Spec. Sec. No.	Item Description	Estimated Quantity	Unit of Measure	Unit Price	Item Total
80	7-3	ADD Cost of Commercial Liability Insurance Coverage	1	LS	Lump Sum	33,600
81	7-3	ADD Cost of Worker's Compensation Insurance Coverage	1	LS	Lump Sum	49,500
82	7-3	ADD Cost of Excess Liability or Umbrella Insurance Coverage	1	LS	Lump Sum	1,000
BID ALTERNATE NO. 1 TOTAL: \$ 84,100.00						

Bid Alternate 2 – Fiber Optic Conduit Extension Along Telegraph Avenue to 20th Street:
 This alternative will be selected if the City decides to install additional fiber optics conduit along
 Telegraph Avenue from 17th Street to 20th Street.

Item No	Spec. Sec. No.	Item Description	Estimated Quantity	Unit of Measure	Unit Price	Item Total
83	307-12.6	Interconnect System – 3" Conduit	1,200	LF	26.42	31,704.00
84	307-11.3	Interconnect System – No. 6E Pull Box	6	EA	740.00	4,440.00
BID ALTERNATE NO. 2 TOTAL: \$ 36,144.00						

LIST OF SUBCONTRACTORS

Bidders shall complete and submit ~~Schedule R~~ the Alameda CTC's FORM 1 with BID.

BID SECURITY

Accompanying this BID is Bidder's Bond
 in an amount equal to at least ten percent of the total of the BID.
 (INSERT THE WORDS "CASH (\$ 10%)", "CASHIER'S CHECK", "CERTIFIED CHECK," OR "BIDDER'S BOND", AS THE CASE MAY BE. REFER TO SPECIAL PROVISIONS SECTION 2-1.5 FOR FURTHER INFORMATION)

ADDENDA ACKNOWLEDGEMENT


All bids shall include acknowledgement of all Addenda. This BID is submitted with respect to the changes to the contract included in addendum number(s) ONE through TWO.
 (FILL IN ADDENDA NUMBERS IF ADDENDA HAVE BEEN RECEIVED AND INSERT, IN THIS BID, ANY ENGINEER'S ESTIMATE SHEETS THAT WERE RECEIVED AS PART OF THE ADDENDA.)

CERTIFICATION OF EXCLUSION OF OCIP INSURANCE COSTS

Contractor hereby certifies under penalty of perjury that it has read and is aware of the provisions of the bid documents addressing the Owner Controlled Insurance Program ("OCIP"), and is aware that Contractor is required to exclude from its bid for the Project the "Costs of OCIP Coverages" as described more fully in the bid documents, specifically in Schedule Q, an Attachment to the Special Provisions. Contractor further certifies that it has not included in its bid, either directly or indirectly, Contractor's "Costs of OCIP Coverages", as defined in Schedule Q, and shall not include the "Costs of OCIP Coverages" in any change order request, claim, invoice, or any other application for payment on the Project.

By my signature on this BID, I certify, under penalty of perjury, that all representations made on this BID are true and correct. The City of Oakland reserves the right to accept or reject any and all bids.





Signature and Title of Bidder Michael R. Hester, President
McGuire and Hester

Date 1/26/15

Pages B11 – B16 are due no later than four (4) business days after bid opening to OPW – Contract Services. See NTB for contact information.

SCHEDULE OF VALUES FOR LUMP SUM ITEMS

Contractor shall complete schedule of values for the Lump Sum items in the Base Bid identified with a double-asterisk (**). Schedule of values may be submitted at time of bid, but no later than four (4) business days after bid opening by mail, email or messenger to the attention of OPW – Contract Services, Attn: Calvin Hao. See Notice to Bidders for contact information.

Failure to submit the schedule of values will result in your bid being deemed non-responsive.
Total for each Schedule of Values below shall match the total of that Bid Item in Base Bid above.

Bid Item No. 3 CLEARING AND GRUBBING:

Item No.	Quantity	Unit of Measure	Item Description	Unit Price	Total Amount
A	21,100	SF	Demo/Remove AC Pavement		
B	14,620	SF	Demo/Remove PCC Pavement		
C	1,835	LF	Remove Concrete Curb and Gutter		
D	420	SF	Demo/Remove Brick Pavers		
E	7	EA	Demo/Remove Existing Tree and Stump		
F	1	LS	Demo/Remove Existing Utilities		
G	1	LS	Adjust Utilities to Grade		
H	6	EA	Tree Protection		
I	2	EA	Remove Curb Inlet and Cap Pipe		
J	1	LS	Landscape Clearing and Grubbing		
Bid Item No. 3 TOTAL: \$					

** TO BE SUBMITTED UPON REQUEST **

Bid Item No. 63 TRAFFIC SIGNAL MODIFICATION – BROADWAY AT 15TH

Item No.	Quantity	Unit of Measure	Item Description	Unit Price	Total Amount
A	1	EA	Standard Type 16 with 20' Candelabra Pole		
B	1	EA	Standard Type 18		
C	1	EA	Standard Type 23 with 20' Candelabra Pole		
D	3	EA	Standard Type 15TS with 20' Candelabra Pole		
E	2	EA	1-B Pole (7')		
F	10	EA	145W LED Luminaire		
G	1	EA	PPB 1-B Pole		
H	3	EA	Signal Head: SV/TV-1 – LED Red/Yellow/Green		
I	2	EA	Signal Head: SV/TV-2 – LED Red/Yellow/Green		
J	6	EA	Signal Head: MAS/MAT – LED Red/Yellow/Green		
K	4	EA	Ped Head: SP/TP-1 – LED Hand (Red), Walking Man (White)		
L	1	EA	Ped Head: SP/TP-2 – LED Hand (Red), Walking Man (White)		
M	6	EA	Ped Push Button		
N	6	EA	Backplate		
O	9	EA	Pullbox 6		
P	1	EA	Pullbox 6E		
Q	4	EA	Video Detection Camera (Per Approach)		
R	1,230	LF	Video Detection Cable		
S	6,310	LF	Conductor Cable		
T	30	LF	Conduit: 1-1/2" and 2"		

** TO BE SUBMITTED UPON REQUEST **

U	405	LF	Conduit: 3"		
V	1	EA	Service Cabinet, Type III-CF		
W	1	EA	Controller & Cabinet Assembly (reinstall)		
X	3	EA	Internally Illuminated Street Name Sign (IISNS)		
Y	2	EA	Vehicle Preempt System (Per Approach)		
Z	490	LF	Vehicle Preempt Cable		
AA	1	EA	GPS Radio Antenna		
BB	190	LF	GPS Radio Cable		
CC	3	EA	Mast Arm Sign		
DD	3	EA	Sign on Pole		
EE	1	EA	Sign and Post		
FF	1	LS	Removals		
Bid Item No. 63 TOTAL: \$					

Bid Item No. 64 TRAFFIC SIGNAL MODIFICATION – BROADWAY AT 16TH

Item No.	Quantity	Unit of Measure	Item Description	Unit Price	Total Amount
A	1	EA	Standard Type 16 with 20' Candelabra Pole		
B	2	EA	145W LED Luminaire		
C	1	EA	Signal Head: SV/TV-2 – LED Red/Yellow/Green		
D	1	EA	Signal Head: MAS/MAT – LED Red/Yellow/Green		
E	1	EA	Ped Head: SP/TP-1 – LED Hand (Red), Walking Man (White)		
F	1	EA	Ped Push Button		

**** TO BE SUBMITTED UPON REQUEST ****

ADDENDUM 1

G	1	EA	Backplate		
H	4	EA	Pullbox 6		
I	590	LF	Conductor Cable		
J	100	LF	Conduit: 1-1/2" and 2"		
K	75	LF	Conduit: 3"		
L	1	LS	Removals		
Bid Item No. 64 TOTAL: \$					

Bid Item No. 65 TRAFFIC SIGNAL MODIFICATION – TELEGRAPH AVENUE AT 16TH STREET

Item No.	Quantity	Unit of Measure	Item Description	Unit Price	Total Amount
A	1	EA	Standard Type 15TS with 20' Candelabra Pole		
B	1	EA	Standard Type 16 with 20' Candelabra Pole		
C	3	EA	1-B Pole (7')		
D	4	EA	145W LED Luminaire		
E	2	EA	Signal Head: SV/TV-1 – LED Red/Yellow/Green		
F	1	EA	Signal Head: MAS/MAT – LED Red/Yellow/Green		
G	5	EA	Ped Head: SP/TP-1 – LED Hand (Red), Walking Man (White)		
H	5	EA	Ped Push Button		
I	1	EA	Backplate		
J	3	EA	Pullbox 6		
K	2	EA	Pullbox 6E		
L	2	EA	Video Detection Camera (Per Approach)		

**** TO BE SUBMITTED UPON REQUEST ****

ADDENDUM 1

M	330	LF	Video Detection Cable		
N	2,285	LF	Conductor Cable		
O	85	LF	Conduit: 1-1/2" and 2"		
P	215	LF	Conduit: 3"		
Q	5	LF	Conduit: 4"		
R	1	EA	Service Cabinet, Type III-CF		
S	1	EA	Controller & Cabinet Assembly (reinstall)		
T	1	EA	Internally Illuminated Street Name Sign (IISNS)		
U	2	EA	Vehicle Preempt System (Per Approach)		
V	150	LF	Vehicle Preempt Cable		
W	1	LS	Removals		
Bid Item No. 65 TOTAL: \$					

Bid Item No. 66 TRAFFIC SIGNAL MODIFICATION – TELEGRAPH AVENUE AT 17TH STREET

Item No.	Quantity	Unit of Measure	Item Description	Unit Price	Total Amount
A	1	EA	Standard Type 17		
B	1	EA	Standard Type 16		
C	1	EA	Standard Type 15TS		
D	3	EA	118W LED Luminaire		
E	2	EA	Signal Head: SV/TV-1 – LED Red/Yellow/Green		
F	1	EA	Signal Head: SV/TV-2 – LED Red/Yellow/Green		
G	2	EA	Signal Head: MAS/MAT – LED Red/Yellow/Green		

**** TO BE SUBMITTED UPON REQUEST ****

ADDENDUM 1

H	3	EA	Ped Head: SP/TP-2 – LED Hand (Red), Walking Man (White)		
I	3	EA	Ped Push Button		
J	3	EA	Backplate		
K	4	EA	Pullbox 6		
L	1	EA	Pullbox 6E		
M	3	EA	Video Detection Camera (Per Approach)		
N	385	LF	Video Detection Cable		
O	2,095	LF	Conductor Cable		
P	290	LF	Conduit: 3"		
Q	1	EA	Service Cabinet, Type III-AF		
R	1	EA	Controller & Cabinet Assembly		
S	2	EA	Internally Illuminated Street Name Sign (IISNS)		
T	2	EA	Vehicle Preempt System (Per Approach)		
U	205	LF	Vehicle Preempt Cable		
V	2	EA	Mast Arm Sign		
W	1	LS	Removals		
Bid Item No. 66 TOTAL: \$					

Executed in Triplicate

Bond No. 929601782

Premium: \$31,432.00

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That McGuire and Hester,
(Contractor Name)

a Corporation, as Principal, and Western Surety Company,
(corporation, partnership or individual) (Surety Name)

*South Dakota

a corporation organized and existing under the laws of, and authorized to transact a general surety business in, the State of California, are held and firmly bound unto the City of Oakland, a municipal corporation, as Obligee, in the sum of Four Million One Hundred Ninety Thousand One Hundred Fifty-Six Dollars (\$4,190,156.00), lawful money of the United States of America, to be paid to the said Obligee, for which payment well and truly to be made, we bind ourselves and each of our heirs, executors, administrators, successors and assigns jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that

WHEREAS, Principal has entered into a contract dated March 24, 2015 with Obligee to furnish all necessary machinery, tools, apparatus, other means of construction, and all the materials specified by the contract to do the work in the manner and time prescribed by and in accordance with Drawings and Specifications for Project No. C464560 - Latham Square Streetscape Improvements and Contractor's bid dated January 26, 2015. Said work shall be commenced on the date of the Notice to Proceed and shall be completed within 180 CALENDAR ~~working~~ days of said date.

NOW, THEREFORE, if Principal well and faithfully performs all the conditions and covenants of the said contract, according to the true intent and meaning thereof, upon its part to be kept and performed, then the above obligation shall be void. Otherwise it shall remain in full force and virtue.

PROVIDED, FURTHER, that the Surety for value received hereby stipulates and agrees that death of individual Principal shall not relieve Surety of its obligation; that no amendment, change, extension of time, alteration or addition to the contract or any feature or item or items of performance required therein or thereunder shall in any manner affect its obligations on or under this Bond; and that Surety does hereby waive notice of such amendment, change, extension of time, alteration or addition to the contract or any feature or item or items of performance required therein or thereunder.

IN WITNESS WHEREOF, the instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this * 25th day of March of 2015.

McGuire and Hester [Seal]
(Contractor Name)

By: Robert C. Doud, Exec VP/CFO [Seal]
(Must be President, Vice President, Owner, Partner, Manager or Member)

Title: [Signature]

Western Surety Company

(Surety Name)

By: [Signature] [Seal]
Yvonne Roncagliolo, Attorney-in-Fact

*Power of Attorney must be certified on this date or later.

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

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

State of California)

County of Alameda)On 04/01/2015 before me, Shawna Kay Olgin, Notary Public

Date

Here Insert Name and Title of the Officer

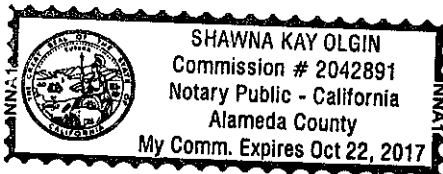
personally appeared Robert C. Doud

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached DocumentTitle or Type of Document: Performance Bond Document Date: _____

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

Capacity(ies) Claimed by Signer(s)Signer's Name: Robert C. Doud☒ Corporate Officer — Title(s): Exec VP/CFO☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____Signer Is Representing: McGuire and Hester

Signer's Name: _____

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

Signer Is Representing: _____

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

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

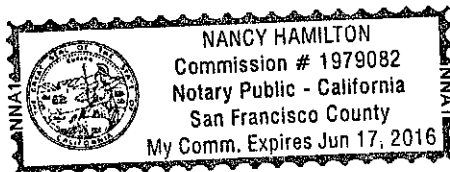
State of California)

County of, San Francisco)On 3/25/2015 before me, Nancy Hamilton, Notary Public
Date Here Insert Name and Title of the Officerpersonally appeared Yvonne Roncagliolo
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature

Nancy Hamilton
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)Signer's Name: Yvonne Roncagliolo☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☒ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Lawrence J Coyne, Charles R Shoemaker, Nancy L Hamilton, Roger C Dickinson, Stanley D Loar, Joan De Luca, Thomas E Hughes, Mark M Munekawa, Kelly Holtemann, Yvonne Roncagliolo, Nerissa S Bartolome, S Nicole Evans, Individually

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 12th day of March, 2015.



WESTERN SURETY COMPANY

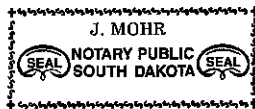
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 12th day of March, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 25th day of March, 2015.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Executed in Triplicate

Bond No. 929601782

Premium: Included in Performance Bond

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That McGuire and Hester,
(Contractor Name)

a Corporation, as Principal, and Western Surety Company,
(corporation, partnership or individual) (Surety Name)

***South Dakota**

a corporation organized and existing under the laws of*, and authorized to transact a general surety business in, the State of California, are held and firmly bound unto the **City of Oakland**, a municipal corporation, as Oblige, in the sum of **Four Million One Hundred Ninety Thousand One Hundred Fifty-Six Dollars (\$4,190,156.00)**, lawful money of the United States of America, to be paid to the said Oblige, for which payment well and truly to be made, we bind ourselves and each of our heirs, executors, administrators, successors and assigns jointly and severally firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that

WHEREAS, Principal has entered into a contract dated **March 24, 2015** with Oblige to furnish all necessary machinery, tools, apparatus, other means of construction, and all the materials specified by the contract to do the work in the manner and time prescribed by and in accordance with Drawings and Specifications for **Project No. C464560 - Latham Square Streetscape Improvements** and **Contractor's bid dated January 26, 2015**. Said work shall be commenced on the date of the Notice to Proceed and shall be completed within **180 CALENDAR working days** of said date.

NOW, THEREFORE, if Principal well and faithfully performs all the conditions and covenants of the said contract, according to the true intent and meaning thereof, upon its part to be kept and performed, then the above obligation shall be void. Otherwise it shall remain in full force and virtue.

PROVIDED, FURTHER, if Principal shall promptly make payment to all persons, firms, subcontractors, corporations, and otherwise 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 the moment and tools consumed or used in connection with the construction of such work, and all insurance premiums on said work, then the above obligation shall be void. Otherwise it shall remain in full force and virtue.

PROVIDED, FURTHER, that the Surety for value received hereby stipulates and agrees that death of individual Principal shall not relieve Surety of its obligation; that no amendment, change, extension of time, alteration or addition to the contract or any feature or item or items of performance required therein or thereunder shall in any manner affect its obligations on or under this Bond; and that Surety does hereby waive notice of such amendment, change, extension of time, alteration or addition to the contract or any feature or item or items of performance required therein or thereunder.

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

IN WITNESS WHEREOF, the instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this * 25th day of March of 2015.

McGuire and Hester [Seal]
(Contractor Name)

By: [Signature] [Seal]
(Must be President, Vice President, Owner, Partner, Manager or Member)

Title: Robert C. Doud, Exec VP/CFO

Western Surety Company
(Surety Name)

By: [Signature] [Seal]
Yvonne Roncagliolo, Attorney-in-Fact

*Power of Attorney must be certified on this date or later.

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

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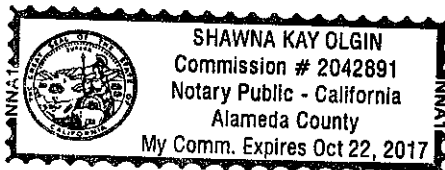
State of California)

County of Alameda)On 04/01/2015 before me, Shawna Kay Olgin, Notary PublicDateHere Insert Name and Title of the Officerpersonally appeared Robert C. DoudName(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature _____

Signature of Notary Public*Place Notary Seal Above***OPTIONAL**

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

Description of Attached DocumentTitle or Type of Document: Payment Bond Document Date: _____

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

Capacity(ies) Claimed by Signer(s)Signer's Name: Robert C. Doud☒ Corporate Officer — Title(s): Exec VP/CFO☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____Signer Is Representing: McGuire and Hester

Signer's Name: _____

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

Signer Is Representing: _____

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

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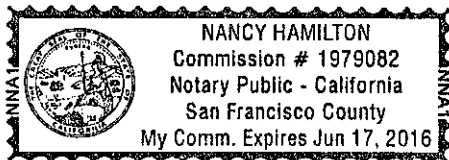
State of California)

County of, San Francisco)On 3/25/2015 before me, Nancy Hamilton, Notary Public
Date Here Insert Name and Title of the Officerpersonally appeared Yvonne Roncagliolo
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Nancy Hamilton
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)Signer's Name: Yvonne Roncagliolo☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☒ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Lawrence J Coyne, Charles R Shoemaker, Nancy L Hamilton, Roger C Dickinson, Stanley D Loar, Joan De Luca, Thomas E Hughes, Mark M Munekawa, Kelly Holtemann, Yvonne Roncagliolo, Nerissa S Bartolome, S Nicole Evans, Individually

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 12th day of March, 2015.



WESTERN SURETY COMPANY

Paul T. Bruflat

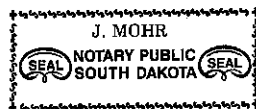
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 12th day of March, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 25th day of March, 2015.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

OAKLAND PUBLIC WORKS (OPW) DEPARTMENT

SPECIFICATIONS

GENERAL

The work embraced herein shall be done in accordance with the "Standard Specifications for the Public Works Construction, 2009 Edition" (GREEN BOOK) adopted by City Council Ordinance No. 13039 C.M.S. on October 5, 2010, all referred to hereinafter as the "Standard Specification," insofar as the same may apply, and in accordance with the 2002 "City of Oakland Standard Details" and these Special Provisions. In addition, the latest State of California, Department of Transportation, Standard Specifications and Standard Plans, dated 2010, shall apply for certain applicable State Standard drawings that are specified herein.

Copies of the 2002 "City of Oakland Standard Details" are available online at <http://www2.oaklandnet.com/Government/o/PWA/o/EC/s/DGP/OAK025902>

Copies of said "Standard Specifications for Public Works Construction, 2009 Edition," (GREEN BOOK) is available at <http://www.bnibooks.com>.

PAYMENT

Full compensation for furnishing all labor, materials, water, tools, and equipment, and for performing all work shown on the plans and/or covered in the Specifications, including excavation for form work and removal and disposal of all waste surplus materials, shall be considered as included in the unit and lump sum prices bid for the various items of work covered in the estimate, complete in place. Payment for the work will be made in accordance with Section 9, "MEASUREMENT AND PAYMENT" of the Standard Specifications.

DESCRIPTION OF WORK

The work to be done under the contract is described in general terms in the Notice to Bidders. The work includes all items listed in the proposal and other such work as specifically shown on the plans or included in the specifications.

SPECIAL PROVISIONS

In the following Special Provisions, the numbers in the prefix, as well as the title, used for each section or subsection (e.g., "1-2 DEFINITIONS") are the same as the number in the prefix of the section or subsection of the Standard Specifications affected by that portion of the Special Provisions. When the text refers to the Specifications it is intended that this mean both the Standard Specifications and these Special Provisions.

CITY OF OAKLAND PUBLIC WORKS DEPARTMENT

SPECIAL PROVISIONS

PART 1 - GENERAL PROVISIONS

Part 1 of the Special Provisions shall conform to Part 1 of the Standard Specifications except as modified herein.

SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-2 DEFINITIONS.

CHANGE THE DEFINITIONS OF THE FOLLOWING WORDS OF SUBSECTION 1-2:

Addendum: A change or changes made in one or more of the contract documents after bids are invited and before bids are received.

Agency: The City of Oakland, California, a municipal corporation.

Board: The Council of the City of Oakland.

Contract: The written agreement covering performance of the work including, but not limited to, the executed formal contract, Notice to Bidders, proposal, bonds, plans, specifications, addenda and any executed change orders.

Engineer: The City Engineer of the City of Oakland, acting either directly or through authorized agents, such agents acting within the scope of the particular duties entrusted to them.

ADD THE FOLLOWING NEW DEFINITIONS TO SUBSECTION 1-2:

Acceptance: The Engineer's formal written acceptance of an entire contract that has been completed in all respects in accordance with the plans and specifications and any modifications thereof previously approved.

Architect: Same as "Engineer."

Building Sewer: The 4-inch, 5-inch, 6-inch, or 8-inch sewer pipe, also known as "lateral", within both the public right-of way and the private property connecting the building or house to, and including, the connection at the public sewer in the right-of-way or easement. Includes both the "house sewer" and the "house connection sewer."

Building Sewer Connection: (House Connection) The connection at the public sewer in the public right-of-way or easement, to the 4-inch, 5-inch, 6-inch, or 8-inch building sewer.

City: Same as "Agency."

City Clerk: The City Clerk of the City of Oakland.

Council: Same as "Board."

City Administrator: City Administrator of the City of Oakland.

City Manager: Former term for the City Administrator of the City of Oakland.

City Treasury: City Treasury of the City of Oakland.

Contract Services: The Contract Services Division of the Department of Public Works. This division is responsible for advertising, bidding and executing the contracting process.

Contract Compliance: The Contracts and Compliance Division of the City Administrator's Office.

Contract Compliance Officer: A subordinate of the Contracts and Compliance Division who is responsible for enforcement of the labor, subcontractor, and supplier provisions of the contract.

Electrolier Standard: The shaft or pole used to support the luminaire arm, luminaire, etc.

Inspector: Same as "Engineer."

Hearing Officer: The Engineer or his/her designee. The Hearing Officer shall be at least one administrative level above the Inspector or Resident Engineer assigned to the project.

Laboratory: The official materials testing laboratory of the City of Oakland or other laboratories authorized by the Engineer to provide quality assurance. The records and reports of tests may be examined if they are available at the job site.

Landscape Architect: Same as "Engineer."

Local Public Agency: The City of Oakland.

Lower Lateral: (House Connection Sewer) That portion of the building sewer existing from the building sewer connection to the Two-Way cleanout.

Owner: The City of Oakland.

Payment Bond: Material and Labor Bond.

Performance Bond: Faithful Performance Bond.

Public Body: The City of Oakland.

Two-way Cleanout: (Also known House Connection Cleanout or 2-Way Cleanout.) A 4-inch or 6-inch two-way fitting, no hub, cast iron cleanout installed on the building sewer within the public right-of-way.

Upper Lateral: (House Sewer) That portion of the building sewer existing from the Two-Way Cleanout to the building connection.

1-3 ABBREVIATIONS.

ADD THE FOLLOWING NEW ABBREVIATIONS TO SUBSECTION 1-3:

ABAG: Association of Bay Area Governments

ADA: Americans with Disability Act

CAL-OSHA: California Occupational Safety and Health Administration

CALTRANS: California Department of Transportation

CEDA: Community and Economic Development Agency, Department of Development of the City of Oakland

EBMUD: East Bay Municipal Utility District

EDA: Economic Development Administration

HR: Hour

HUD: United States Department of Housing and Urban Development

OMC: Oakland Municipal Code

ISA: International Society of Arboriculture

PAV: Pressure Aging Vessel

OPW: Oakland Public Works

RTFO: Rolling Thin Film Oven

PG: Performance Graded

SFRWQCB: San Francisco Regional Water Quality Control Board

SECTION 2 - SCOPE AND CONTROL OF WORK

CHANGE SUBSECTION 2-1 TO READ:

2-1 AWARD AND EXECUTION OF CONTRACT.

2-1.1 City Ordinance. The bidder shall conform to provisions of Ordinance No. 7937 CMS of the City of Oakland, as amended, that may be applicable to its bid or to the contract awarded it.

2-1.2 Approximate Estimate. Unless otherwise specified in the Special Provisions or bid documents as being lump sum items, any quantities given in the specifications, proposal and contract forms are approximate only, being given as a basis for comparing bids. The City of Oakland, does not, expressly or by implication, agree that the actual work amount 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, as may be deemed necessary or advisable by the Engineer.

2-1.3 Examination of Plans, Specifications, and Site of Work. The bidder shall examine carefully the contemplated work site and the proposal, plans, specifications and contract forms. 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 these specifications and the contract. It is mutually agreed that submission of a proposal shall be considered prima facie evidence that the bidder has made such examination.

2-1.4 Proposal Form. All proposals must be made upon forms contained in the proposal section of the bound project documents.

Bids are required for the entire work. The bid amount, for comparison purposes, will be the total of all items. The total of unit basis items will be determined by extension of the item price bid on the basis of the estimated quantity set forth for the item.

The bidder shall set forth for each item of work, in clearly legible figures, an item price and a total price for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity.

In case of a discrepancy between the item price and the total set forth for the item, the item price shall prevail. However, if the amount set forth as an item price is ambiguous, unintelligible, or uncertain for any cause, or if omitted, or in the case of unit basis items, is the same amount as the entry on the "Total" column,

then the amount set forth in the "Total" column for the items shall prevail in accordance with the following:

- 1) As to lump sum items, the amount set forth in the "Total" column shall be the item price.
- 2) As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price. All bids shall be clearly and distinctly written. The bidder, who shall fill in all blanks in the proposal forms as therein required, shall sign the proposal.
- 3) As to add or subtract alternate bids, any discrepancy between the proposal form and changes made by the bidder, the amount shown will be for the alternate as shown on the proposal form.

2-1.5 Bid Security. Each bidder shall submit with the bid security either cash, certified check or cashier's check of or on some responsible United States Bank, in favor of and payable at sight to the City of Oakland, in an amount not less than ten percent (10%) of the base bid amount. The Contractor must use only the City of Oakland bid security form included with the project documents; bid security forms originating from other institutions will not be accepted. Any contractors not complying with this requirement may be determined to be non-responsive/non-responsible bidders.

To be valid, the original copy must be delivered to the City Clerk's Office within 24 hours of the time and date of the bid opening. If the bidder to which the contract is awarded shall, for 20 calendar days after receipt of such contract, fail or neglect to enter into the contract and file the required bonds, the bid security shall be forfeited as liquidated damages. The City Administrator shall draw the money due on such bid security and pay the same or any cash deposited into the City Treasury, and under no circumstances shall it be returned to the defaulting bidder. In lieu of the foregoing, any bid may be accompanied by a surety bond on a forfeiture form supplied by the City of Oakland in said amount furnished by a corporate surety authorized to do a surety business in the State of California, guaranteeing to the City that said bidder will enter into the contract and file the required bonds within said period.

The bidder's failure to enter into the contract after award will result in damages to the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine.

All bid securities and bid bonds will be returned to the unsuccessful bidders after contract award to the successful bidder. The bid security and bid bond of the successful bidder shall be returned after execution of the contract and deposit of the necessary bonds.

If all the bids are rejected, all bids and bid bonds will be returned to the bidders.

2-1.6 Submission and Opening of Bids. All bids shall be sealed, identified as bids on the envelope, and submitted to the City Clerk at the place and time specified in the public Notice to Bidders. The City Administrator or his/her designated representative will open the bids, in public, at the time and place designated in the Notice to Bidders. Bids received after the specified time shall not be accepted, and shall be returned to the bidder unopened.

2-1.7. Rejection of Proposals. Proposals may be rejected if they contain erasures, interlineations, or irregularities of any kind. The Council reserves the right to reject any and all bids. The Council may reject the bid of any party who has been delinquent or unfaithful in any former contract with the City, and shall reject all bids other than the lowest responsible regular bid.

More than one proposal from an individual, firm, partnership, corporation or combination thereof under the same or different name will not be considered.

Reasonable grounds for believing that any individual, firm, partnership, corporation or combination thereof has a financial interest in more than one proposal for the work contemplated may cause the rejection of all proposals in which such individual, firm, partnership, corporation or combination thereof is interested. If there is reason for believing that collusion exists among bidders, any or all proposals may be rejected. Proposals in which the prices obviously are unbalanced may be rejected. If all bids are rejected, the Agency may again invite sealed proposals as in the first instance.

2-1.8 Complaints. Any bidder or other interested party desiring to enter a complaint against any part or provision of these specifications or the requirements in bidding must file the same in writing in the Office of the City Clerk not later than five working days preceding the date set for submission of the bids.

2-1.8.1 Protests. Any bidder or other interested party desiring to protest against any party bid must file a written statement with the Office of the City Clerk not later than five (5) working days after the bid opening date.

2-1.8.2 Release From Bid. A bidder shall not be relieved of the bid unless by consent of the City, nor shall any change be made in the bid because of a mistake. A bidder may be relieved of its bid if: a mistake is made; he or she gave the Contracts and Compliance Unit and the City Clerk notice within five working days after the bid opening of the mistake, specifying in the notice in detail how the mistake occurred; the mistake made the bid materially different than he or she intended it to be; and, the mistake was made in filling out the bid and not due to error in judgment or to carelessness in inspecting the work site, or in reading the plans and specifications.

2-1.9 Award of Contract. The contract award, if made, will be by the Council and will be to the lowest responsible bidder whose proposal complies with all the requirements of the Specifications and Ordinance

No. 7937 CMS as amended. If the contract award is made within 90 days from opening of the bids, the Contractor will be required to hold the bid price. If the contract award is made more than 90 days, the contractor has the option to notify the City in writing to withdraw their bid within 5 working days from the contract award date. Otherwise, the contractor must hold the bid price. All bids will be compared on the basis of the Engineer's estimate of quantities of work to be done and/or lump sum bid items. The Council reserves the right to waive any informality or minor irregularity in the bids.

2-1.10 Contract Execution. The contract shall be signed by the successful bidder and returned together with the contract bonds, appropriate insurance documents and a copy of Form DE6 (Quarterly Wage Report) for the prime and subcontractors listed in the bid proposal, within **20** days after the receipt of such contract. If the bidder fails or refuses to enter into the contract to do the work, or fails to provide the contract bonds, appropriate insurance documents and the prime and subcontractor's Form DE6 (Quarterly Wage Report) as required, then the certified check or bid bond accompanying this bid and the amount herein mentioned shall be forfeited, and/or a fine of \$1,000 per day, shall be collected by the City of Oakland and paid into the City Treasury.

2-1.11 Return of Guaranty of the Successful Bidder. The check, or bid bond accompanying the accepted bid will be held by the City Clerk until the contract has been entered into, and the bonds accompanying the same are approved and filed, whereupon the certified check or bid bond will be returned to the successful bidder.

2-4 CONTRACT BONDS.

REPLACE THE SECOND AND THIRD SENTENCES OF THE FIRST PARAGRAPH WITH THE FOLLOWING:

All surety bonds, including bid, performance and payment bonds, must be furnished by a corporate surety admitted in the State of California or Lloyds of London, except as follows:

- If the contract award is \$5,000,000 or less, the surety bond may be furnished by a United States non-admitted corporate surety which appears on the Treasury List subject to the bonding limits which the Treasury List imposes on such surety; or,
- If the contract award is \$1,000,000 or less, the surety bond may be furnished by a United States non-admitted corporate surety which has an A.M. Best rating of A+; or,
- If the contract award is \$500,000 or less, the surety bond may be furnished by a United States non-admitted corporate surety that has an A.M. Best rating of A-.

ADD THE FOLLOWING AFTER THE SECOND SENTENCE OF THE THIRD PARAGRAPH:

The percentage of the Payment Bond shall be as listed on page A1 of the Notice to Bidders. The Payment Bond shall guarantee payment of all claims for labor and material unfurnished, for amounts due under the Unemployment Insurance Act with respect to such work or labor, or any amounts required to be deducted, withheld and paid over to the Franchise Tax Board from the wages of employees pursuant to Section 18806 of Revenue and Taxation Code with respect to such work and labor as required by the California Civil Code Section 3247, et. seq.

REPLACE THE FOURTH PARAGRAPH WITH THE FOLLOWING:

The percentage of the Performance Bond shall be as listed on page A1 of the Notice to Bidders (or, for federal projects, page B1 of the Notice to Contractors). The Performance Bond shall guarantee faithful performance of all work, within the time prescribed, in a manner satisfactory to the Agency, and that all materials and workmanship will be free from original or developed defects. The Performance Bond must remain in effect until the end of all warranty periods set forth in the Contract.

2-5 PLANS AND SPECIFICATIONS.

2-5.1 General.

ADD THE FOLLOWING TO THE END OF SUBSECTION 2-5.1:

All work shall be performed in compliance with all applicable (most recent editions adopted by the City of Oakland) federal, state and local codes, code amendments, and ordinances such as, but not limited to, the following:

- California Manual of Uniform Traffic Control Devices (MUTCD);
- Uniform Building Code, State Building Code,
- Uniform Plumbing Code,
- Uniform Mechanical Code,
- Uniform Fire Code,
- Uniform Electrical Code,
- "Work Area Traffic Control Handbook."

Unless otherwise noted in the contract documents, the Uniform Building Code shall apply to the construction, alteration or repair of all City facilities including bridges, pedestrian walkways, and pumping stations.

2-5.3 Submittals.

ADD NEW PARAGRAPHS AT END OF SUBSECTION 2-5.3.3 TO READ:

Attachment 1, the project submittal list, at the end of the Special Provisions details project submittal requirements. This list is intended to be comprehensive, but no claim for completeness is implied, and submittal of each and every item on the lists shall not relieve the Contractor of supplying all information needed, or of complying with any of the other requirements of the specifications. Revised lists may be issued and items may be added to the list supplied.

The Contractor shall use **Attachment 2**, the submittal transmittal form at the end of the Special Provisions, to certify that the proposed submittal meets the requirements of the project Special Provisions and the Standard Specifications. This form indicates what party (i.e. Contractor = CONTR; Subcontractor = SUB) shall sign the transmittal form.

The Contractor is responsible for providing all required submittals. The City may request additional itemized lists of materials, equipment and fixtures furnished and installed by the Contractor. These requests for itemized lists shall be made in writing specifying the items and details required. The Contractor shall provide these itemized lists within ten working days of the receipt of the written request. The Contractor's failure to provide said lists will delay payment to the Contractor until such lists are received. In the event that material, equipment and fixture lists are requested and not timely received at the conclusion of field construction, the Engineer may withhold the retention payment until requested lists are received and approved by the Engineer.

The Contractor shall provide submittals showing the locking or theft-deterrent mechanisms to be installed on all City streetscape furniture such as trash receptacles, benches, tree grates, bollards, newspaper racks, etc. Such mechanisms shall be as recommended by the product manufacturer. Such theft-deterrent devices shall not pose a tripping hazard to pedestrians. The Contractor shall not order these items until the Engineer has approved the locking procedure detailed in the submittal.

ADD NEW SUBSECTION 2-5.3.5 TO READ:

2-5.3.5 Submittal Schedule. The Contractor shall, within fifteen (15) calendar days after receipt from the City of the Notice to Proceed on this Contract, or another period of time as determined by the City, prepare and submit to the City, for Review and Concurrence, a comprehensive submittal schedule. This schedule shall identify all submittal items required by the Contract, or as otherwise requested by the City.

The submittal schedule shall include the date by which the item will be submitted to the City, whether the submittal is for approval or for record, the date by which approval is required, and the date by which the material or equipment must be on site in order not to delay the progress of the Work.

In preparing the submittal schedule, the Contractor shall consider the nature and complexity of each submittal item and shall allow adequate time for review, revision or correction, resubmittal, and approval sufficiently in advance of the construction requirements in order not to delay the progress of the Work. The submittal schedule shall allow adequate time for review of each submittal item prior to submittal to the City.

Review and Concurrence of the submittal schedule is a precondition to the City making the first progress payment under the payment provisions of this contract.

2-6 WORK TO BE DONE.

ADD NEW PARAGRAPH TO THE END OF SUBSECTION 2-6 TO READ:

Any work done beyond lines and grades established by the Engineer pursuant to the plans or any extra work done without written authority of the Engineer, shall be considered as unauthorized work and no compensation will be allowed therefor. The Engineer shall have the authority to have such work removed and the area restored, and to deduct the cost thereof from money due the Contractor.

REPLACE SUBSECTION 2-8 WITH THE FOLLOWING:

2-8 RIGHT-OF-WAY. The Contractor shall perform work within the public right-of-way or easements shown on the plans. The right to enter onto private property outside the public right-of-way or easement shall be obtained in writing from the property owner by the Contractor at the Contractor's expense. Mobilization and staging areas outside the City right-of-way shall be obtained at the Contractor's expense.

The Contractor shall be solely responsible for damages to persons or property occurring during or as a result of the Contractor's entry onto private property outside the right-of-way or easement area.

The Contractor shall defend and hold the City harmless from any and all claims, causes of action, demands or judgments resulting from the Contractor's entry onto private property outside the right-of-way or easement area.

The Contractor shall be directed to Appendix 17 for information regarding a proposed License

Agreement for a Construction Staging and Storage locations. Appendix 17 contains details regarding the site location, as well as requirements and provisions of the License Agreement.

2-9 SURVEYING.

2-9.1 Permanent Survey Markers.

REPLACE THE LAST SENTENCE OF THE FIRST PARAGRAPH OF SUBSECTION 2-9.1 WITH THE FOLLOWING:

Markers that otherwise are lost or disturbed by its operations shall be replaced at the Contractor's expense by a City survey crew or by a person licensed to practice land surveying in California as determined by the Engineer.

2-9.2 Survey Service.

REPLACE SUBSECTION 2-9.2 WITH THE FOLLOWING:

The Contractor shall be responsible for all survey services for staking and laying out any portion of the Work. Surveying shall be performed by a Registered Land Surveyor or Registered Civil Engineer authorized to practice surveying within the State of California.

ADD NEW SUBSECTION 2-9.5 TO READ:

2-9.5 Payment.

Unless otherwise specified in the Special Provisions, payment for survey service for construction staking and laying out any portion of the Work, shall be considered as included in the other bid items of work, and no additional compensation will be allowed therefor.

2-10 AUTHORITY OF BOARD AND ENGINEER.

ADD THE FOLLOWING THREE PARAGRAPHS TO SUBSECTION 2-10:

No member of or Delegate of Congress, or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

No official of the City who is authorized in such capacity and on behalf of the City to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the City who is authorized in such capacity and on behalf of the City to exercise any legislative, executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract or any other contract pertaining to the project.

Prior federal approval may be required on changes in the work and final acceptance.

ADD NEW SUBSECTION 2-13 TO READ:

2-13 RE-INSPECTION AT THE END OF THE WARRANTY PERIOD. The Contractor shall include in the bid the cost for re-inspection of completed work just prior to the expiration period of the warranty. The Contractor and Engineer shall meet on the project site and together re-inspect all of the work just prior to the expiration of the warranty period. If any warranty items are discovered then corrective work shall be completed within 60 calendar days.

SECTION 3 - CHANGES IN WORK

3-1 CHANGES REQUESTED BY THE CONTRACTOR.

REPLACE SUBSECTION 3-1.1 WITH THE FOLLOWING:

3-1.1 General. The General Contractor shall submit to the Engineer, in writing, requests for changes in products, materials, equipment, and construction methods required by the contract documents. These requests for changes will be received and considered by the Engineer when the Contractor has demonstrated and/or indicated in writing that:

- the request does not require extensive revision to the contract documents;
- that the proposed changes are in keeping with the general intent of the contract documents; and
- the request is timely, fully documented and properly submitted.

In addition, the requests for changes will only be considered if they do not impair, in any manner, essential

project functions or characteristics, including but not limited to service life, economy of operation, ease of maintenance, desired appearance, or design and safety standards. These requests for changes shall be submitted only during the substitution period stipulated in the contract documents, or within 15 calendar days of the Notice to Proceed date if no substitution period is stipulated. All requests received more than 15 calendar days after the Notice to Proceed date or after the stipulated substitution period will be rejected.

It is not the intent of these Specifications to exclude the use of any meritorious product of equal value, however the burden of proof of equality lies with the Contractor. Proposed substitutions that increase the cost of Work or Contract Time will not be accepted.

Substitution requests shall meet the following requirements:

- a) The Contractor shall present each substitution request individually. If the proposed substitute is found to be not acceptable, then the specified item shall be supplied.
- b) For any substitution request to be considered, it must be submitted in electronic format and six hardcopies, the first page of each shall be a completed **Attachment 3, "MATERIAL OR PRODUCT OR METHOD SUBSTITUTION REQUEST"**. Attachment 3 (located in the Attachments section at the end of the Special Provisions) must be filled out within its entirety. The Contractor's failure to do so will result in immediate return of the request to the Contractor without the City's review.
- c) If the City deems the proposed substitute to be acceptable, authorization for its inclusion in the Work will be issued as a Change Order with appropriate action.
- d) The Contractor's failure to order materials and/or equipment in a timely manner will not constitute justification for substitution.
- e) A substitution request constitutes a representation that the Contractor:
 - (1) has investigated the proposed product/method of rehabilitation and determined that it meets or exceeds the quality level of the specified item;
 - (2) will provide the same warranty for the substitution as for the specified item;
 - (3) will coordinate installation and make changes to other work which may be required for the work to be completed with no additional cost to the City;
 - (4) waives claims for additional cost or time extension which may subsequently become apparent;
 - (5) waives claims and assume responsibilities at no cost to the City to resolve any conflict as a result of the substitution; and
 - (6) will reimburse the City for review or redesign services associated with re-evaluation process.
- f) Substitutions will not be considered without separate written request when they are indicated or implied on shop drawing or product data submittals. Substitutions will also not be considered when acceptance will require untimely revisions to the Contract Documents.
- g) No substitutions shall be incorporated in the project without the Engineer's written approval. The Engineer will render his/her written decision not later than 35 calendar days after receipt of any proposed substitutions.
- h) The City may require the Contractor to furnish a written warranty, with adequate safeguards to the City, assuring satisfactory performance of a proposed substitute item or system for a stated minimum period of time, usually one year.
- i) The Contractor's failure to submit a proposed substitution for approval in the manner described above, and within ample time before scheduled installation, shall be deemed sufficient cause for the Engineer's disapproval of any substitution otherwise proposed.
- j) Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.

Changes in the Plans and Specifications, requested in writing by the Contractor, which do not materially affect the Work and which are not detrimental to the Work or to the interests of the City, may be granted by the Engineer to facilitate the Work, when approved in writing by the Engineer.

3-2 CHANGES INITIATED BY THE AGENCY.

REVISE SUBSECTION 3-2.1 TO READ:

3-2.1 General. The Agency may change the plans, specifications, character of the work, or work quantity, provided the total arithmetic dollar value of all such changes, does not exceed the following percentages of the contract price.

<u>CONTRACT PRICE</u>	<u>CHANGE ORDER LIMITATION</u>
\$5 Million and over	10% of the contract price
\$2 to \$5 Million	15% of the contract price
\$0.5 to \$2 Million	20% of the contract price
Less than \$0.5 Million	25% of the contract price

The Agency delegates to the City Administrator or his/her designee the authority to approve such changes. Should it become necessary to exceed this limitation, the change shall be by written change order between the Contractor and the agency, and shall be approved by the City Council.

A contract change order, approved by the Engineer, may be issued to the Contractor at any time prior to contract completion. Upon receipt of the approved contract change order, the Contractor shall proceed with the ordered work. If ordered in writing by the Engineer, the Contractor shall proceed with the work so ordered prior to actual receipt of an approved contract change order therefore. In such cases, the Engineer will, as soon as practical, issue an approved contract change order for such work. The provisions in 3-5 "Disputed Work" shall be fully applicable to such subsequently issued contract change order.

A contract change order, approved by the Engineer and executed by the Contractor, is an executed contract change order.

If the Contractor is delayed by the Agency due to Change Order work, such delay might entitle the Contractor to a time extension but will not entitle the Contractor to damages or additional payment from alleged impacts due to such delays, regardless of if the delay is avoidable or unavoidable unless the Change Order work exceeds 20% of the original contract value.

3-2.4 Agreed Prices.

ADD THE FOLLOWING TO THE END OF SUBSECTION 3-2.4:

Proposals for extra work submitted by the Contractor for increases or decreases to the contract price shall include a detailed cost estimate in the format and for the items described in Section 3-3.

3-3 EXTRA WORK.

3-3.2 Payment.

3-3.2.2 Basis for Establishing Costs.

REPLACE THE FIRST PARAGRAPH WITH THE FOLLOWING:

3-3.2.2 (a) Labor. The Contractor will be paid the cost of labor for workers used in the actual and direct performance of the work. The labor cost will be the sum of the following:

1) **Actual Wages.** The actual wages paid shall include, but not limited to, base wages plus any employer payments to or on behalf of the workers for health and safety, pension, welfare, vacation, holiday, sick leave, union training and similar purposes.

2) **Labor Surcharge.** To the actual wages paid as defined in 1) above, will be added a labor surcharge set forth in the CALTRAN's publication entitled "Labor Surcharge and Equipment Rental Rates", which is in effect on the date upon which the work is performed. This document is available on the web at http://www.dot.ca.gov/hq/construc/eqrr/Book_2014.pdf. The labor surcharge shall constitute full compensation for payments imposed by State and Federal laws for Workers' Compensation, Social Security, Medicare, Federal Unemployment, State Unemployment, and State Training taxes. **Rates effective April 1, 2014 through March 31, 2015 are 12% for regular time and 12% for overtime.**

CHANGE THE LAST PARAGRAPH OF SUBSECTION 3-3.2.2 (a) TO READ:

Indirect labor costs including, but not limited to, superintendence, office personnel, timekeepers, and maintenance mechanics shall be considered part of the markup of 3-3.2.3 (a). All labor classifications used in the performance of extra work shall be subject to the Engineer's approval.

3-3.2.2(c) Tool and Equipment Rental.

REPLACE THE SECOND PARAGRAPH OF SUBSECTION 3-3.2.2 (c) WITH THE FOLLOWING THREE PARAGRAPHS:

The Contractor will be paid for the use of contractor-owned equipment at the current rental rates in effect on the work date as listed for such equipment in the State of California, Department of Transportation publication entitled, "Equipment Rental Rate and General Prevailing Wage Rates." The Engineer will establish a suitable rental rate if equipment other than that listed in the above publication is used for the work performance.

Equipment rented and not owned by the Contractor will be paid for at the actual rental rates from rental invoices provided by the Contractor. The rental time to be paid for equipment on extra work shall be the time the equipment is in operation on the extra work being performed and twice the time required to move the equipment to the location of the extra work. However, moving time will not be paid for if the equipment is used at the site of the extra work on other than such extra work. The rental time paid per day will be in accordance with the following:

<u>Hours Equipment is in Operation</u>	<u>Hours to be Paid</u>
0-2	2
2-4	4
4-6	6
6-8	8

Equipment at the work site idled due to unforeseen events not caused by the Contractor may be

compensated for, as approved, by the Engineer. Compensation will be computed using the delay factor, overtime factor and rental rates listed for equipment in the most recently published State of California Department of Transportation publication entitled "Equipment Rental Rate and General Prevailing Wages."

CHANGE SUBSECTION 3-3.2.3 TO READ:

3-3.2.3 Markup.

(a) Work by Contractor. The following percentages shall be added to the Contractor's direct costs and shall constitute the full markup for all overhead and profits. Direct labor cost is defined as actual wages plus labor surcharge.

Direct Labor Cost	33%
Materials	15%
Equipment Rental	15%
Other Items and Expenditures	15%

This markup shall fully compensate the Contractor for all personnel not included in Section 3-3.2.2(a) hereinabove, indirect labor costs, bond and insurance premium, temporary construction facilities, field engineering, schedule updating, as-built drawings, home office cost, estimating cost, and any other indirect cost incidental to the performance of the change in Work.

(b) Work by Subcontractor. When all or any part of the extra work is actually performed by a first tier Subcontractor, the markup established in 3-3.2.3(a) shall be applied to the first tier Subcontractor's actual cost of such work calculated under Section 3-3.2.2 hereinabove. The Contractor may add a markup of fifteen percent (15%) on the first \$5,000 of the total subcontracted portion of the extra work and a markup of seven and one-half percent (7-1/2%) on work added in excess of \$5,000 of the subcontracted portion of the extra work.

When the extra work is actually performed by a second or lower tier subcontractor, the total markup of the Contractor and the upper tier subcontractors shall not exceed eighteen percent (18%) on the first \$5,000 of the total subcontracted portion of the extra work, and ten percent (10%) on work added in excess of \$5,000 of the subcontracted portion of the extra work.

Markups on work performed by Subcontractors shall be considered full payment for estimating, handling, office processing and field superintendence of extra work.

3-5 DISPUTED WORK.

ADD THE FOLLOWING TWO PARAGRAPHS TO THE END OF SUBSECTION 3-5.

Should the Contractor disagree with any terms or conditions set forth in an approved contract change order that it has not executed, it shall submit a written protest to the Engineer within two weeks after the receipt of such approved contract change order, and proceed with the work. If a written protest is not submitted, payment will be made as set forth in the approved contract change order and such payment shall constitute full compensation for all work included therein or required thereby. Such unprotested approved contract change orders will be considered as executed contractor change orders.

The procedures in Section 3-5 through Section 3-8 are established for disputes and claims related to the construction aspect of the work. For other disputes and claims, such as compliance with the City's Small Local Business Enterprise Program, the Local Employment Program, prevailing wages, stop notices, etc., these procedures are not applicable.

ADD NEW SUBSECTION 3-6:

3-6 PROCEDURE FOR PROTEST BY THE CONTRACTOR. If in disagreement with some aspect of the Work, the Contractor shall:

1. File a written Notice of Potential Claim with the Resident Engineer within five calendar days after the event creating the disagreement.
2. Supplement the written protest, within ten calendar days of its filing, with a written statement that:
 - a. Cites contract provisions that support the protest,
 - b. Estimates the dollar cost, if any, of the protested work, and
 - c. Estimates the amount of added time incurred, if any, and
3. Provide the Resident Engineer with a written statement of actual adjustment requested with supporting documentation as soon as possible.

Throughout any protested work, the Contractor shall keep records of costs and time incurred. The Contractor shall furnish copies and permit the Resident Engineer access to these and any other records needed in order to evaluate the protest.

The Resident Engineer will evaluate all protests and potential claims and provide a written answer to the Contractor within ten (10) calendar days of receipt of the supporting information described in (2) and (3) above. If a protest is valid, the Engineer will adjust contract time or payment by an equitable amount. No adjustment will be made for an invalid protest.

If the Contractor does not agree with the ruling of the project Resident Engineer, the Contractor may pursue the protest further by filing a formal claim as outlined in Section 3-7.

By failing to follow the procedures of this subsection, the Contractor waives any claims for protested, claimed or disputed work.

ADD NEW SUBSECTION 3-7:

3-7 CLAIMS PROCEDURES. For claims of \$375,000 or less, the Contractor shall use the accelerated claims procedures outlined in Subsections 3-7 and 3-8 of these Special Provisions.

If the Contractor claims that additional payment or time is due and the Contractor has pursued and exhausted all the means provided in Sections 3-6 and 6-6 to resolve a dispute (protest or potential claim), the Contractor may file a claim as provided in this subsection.

A Claims Resolution Hearing will be held within thirty (30) calendar days of a properly filed claim. The claim shall be addressed to the Supervising Civil Engineer or Construction Supervisor who will act as Hearing Officer. The Hearing Officer will render a written decision within ten calendar days of the close of the Claims Resolution Hearing.

If the written notifications provided in Sections 3-6 and 6-6 were not provided or if the Engineer is not afforded reasonable access to the Contractor's records of actual cost and additional time incurred, or if a claim is not filed as provided in this subsection, then the Contractor agrees to waive any claim for additional payment or time. The fact that the Contractor has provided proper notification, provided a properly filed claim, or provided the Resident Engineer access to records of actual cost, shall not be construed as proving or substantiating the claim's validity.

If the Hearing Officer determines that the claim has merit, the Resident Engineer will make an equitable adjustment either in the amount of costs to be paid or in the time required for the work, or both. If the Hearing Officer determines that the claim does not have merit, no adjustment will be made.

All claims filed by the Contractor shall be in writing and in sufficient detail to enable the Hearing Officer to ascertain the basis and amount of the claim. The City may request, in writing, any copies of any additional documentation supporting the claim or relating to defense to the claim the City may have against the contractor. At a minimum, the following information must accompany each claim submitted.

1. A statement indicating that the Contractor is filing the claim under Section 3-7 of the Special Provisions.
2. A detailed, factual statement of the claim for additional compensation and/or time, providing all necessary dates, locations, and items of work affected by the claim.
3. The name of each individual, official, or employee involved in or knowledgeable about the claim.
4. The specific provisions of the Contract that support the claim and a statement of the reasons such provisions support the claim.
5. Any documents and the written communications that support the claim, including but not limited to, daily reports, cancelled checks, original bid estimates and worksheets, payroll records, contracts with subcontractors, correspondences between contractor and subcontractors, etc.
6. If a time extension is sought:
 - a. The specific days and dates for which it is sought;
 - b. The specific reasons the Contractor believes a time extension should be granted;
 - c. An as-built critical path schedule that identifies all events causing delays to the project's critical path.
7. If additional compensation is sought, the exact amount sought and a breakdown of that amount into the following categories (refer to Section 3-3):
 - a. Direct labor,
 - b. Direct materials.
 - c. Direct equipment. The rates claimed for each piece of equipment shall not exceed actual costs. In the absence of actual equipment costs, the equipment rates, when in use, shall not exceed the rates established by the current CALTRANS Equipment Rental Rate Manual. For each piece of equipment for which the claim is made the equipment cost shall be broken down to identify the following:
 - (1) Detailed description (e.g., Motor Grader Diesel Powered Caterpillar 12"G", etc.)
 - (2) The hours of use or standby
 - (3) The specific day and dates of use or standby.
 - d. Job site overhead.
 - e. Unabsorbed Home Office Overhead (general and administrative).
 - f. Subcontractor's claims (same level of detail as specified herein for contractor's claims).
8. The Contractor's claim certificate (Attachment 4 at the end of these Special Provisions) shall be submitted to the Agency. Failure to submit the notarized certificate will be sufficient cause for denying the claim.

ADD NEW SUBSECTION 3-8:

3-8 CLAIM APPEALS. If the claim is denied, the Contractor may appeal to the Division Manager. The Contractor shall make such appeal in writing within ten calendar days of receiving the Hearing Officer's written notice denying the claim. The Division Manager will hold a hearing within fifteen calendar days of the appeal filing to determine the merits of the claim. The Division Manager shall render a written decision within ten calendar days of the close of the Appeals Hearing. If the Division Manager concurs with the Claims Hearing Officer, no adjustment will be made.

SECTION 4 - CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP.

4-1.1 General.

REPLACE THE SECOND SENTENCE OF THE SECOND PARAGRAPH WITH THE FOLLOWING:

Materials and workmanship not conforming to the requirements of the bid construction documents shall be considered defective and will be subject to rejection.

ADD NEW SUBSECTION 4-1.1.1 TO READ:

4-1.1.1 Material Furnished by the Agency. Certain material to be installed by the Contractor may be furnished by the Agency at no cost to the Contractor. Any material to be furnished by the Agency will be listed in the plans and/or specifications. All other material to complete the contract shall be furnished by the Contractor. The Contractor shall be responsible for all materials furnished until the work the City accepts the Contract work. The Contractor shall replace any City-furnished materials lost or damaged from any cause whatsoever at the Contractor's expense. The Contractor shall be liable to the City for the cost of replacing City-furnished material, and such cost may be deducted from any monies due or to become due the Contractor.

The City will furnish manhole frames and covers; lamphole frames and covers; and cleanout frames and covers (except for house connection or two-way cleanouts).

The Contractor shall make arrangements with the Engineer at least seven calendar days in advance of picking up Agency-furnished material.

Payment for all labor, equipment, tools, and incidentals, for picking up, transporting, and installing Agency-furnished material shall be included in the price bid for related items of work.

ADD NEW SUBSECTION 4-1.1.2 TO READ:

4-1.1.2 Required Recycled-Content Material Report. It is the City's policy that contractors and suppliers use recycled-content materials to the greatest extent feasible (unless specified otherwise). At the end of all projects \$50,000 and greater, the Contractor shall submit a Recycled Materials Report. In this report the Contractor shall detail those products made with recycled materials that were used on the project by type of material, quantity, and cost.

ADD NEW SUBSECTION 4-1.1.3 TO READ:

4-1.1.3 Required Construction and Demolition Waste Reduction and Recycling. This contract is subject to Oakland's Construction and Demolition Debris Waste Reduction and Recycling Ordinance (C&D Ordinance), OMC 15.34. The ordinance requires salvage or recycling of 100% of asphalt and concrete products and 65% of all other construction and or demolition debris, and submittal of plans and reports that document compliance with this requirement. Additional details are available at <http://www2.oaklandnet.com/Government/o/PWA/o/FE/s/GAR/OAK024770>.

For projects of \$50,000 or greater, the Contractor must submit a Waste Reduction and Recycling Plan (WRRP) within five (5) days after NTP is issued. This plan shall state how construction and demolition debris generated by type and quantity from the project will be diverted from landfills to meet the standards noted above. The Contractor may submit the WRRP online at www.greenhalosystems.com, using an access code provided by the City, or on paper, subject to additional processing fees. The WRRP is available for download at <http://www2.oaklandnet.com/oakca1/groups/pwa/documents/agenda/oak026388.pdf>.

At the end of all construction, for projects of \$50,000 or greater, the Contractor shall submit a completed Construction & Demolition Summary Report (CDSR) in the same format selected for the WRRP, online or paper. The CDSR form is available online at

<http://www2.oaklandnet.com/oakca1/groups/pwa/documents/agenda/oak026389.pdf>. The Contractor shall document in the CDSR all salvage, recycling and disposal activities associated with the project. Contractors who choose not to use www.greenhalosystems.com for submittals, will be subject to fees listed in the City's Master Fee Schedule.

4-1.3 INSPECTION REQUIREMENTS.

ADD NEW SUBSECTION 4-1.3.4 TO READ:

4-1.3.4 Reinspection and Retesting. In the event work or materials are rejected and reinspection and/or retesting is necessary, or in the event portions of the work scheduled by the Contractor for inspection or testing are not ready at the time designated by the Contractor, then the Contractor shall be subject to the costs incurred by the Agency for such reinspection, retesting, or delays.

Said costs shall include, but not limited to, direct labor costs (including fringe benefits, labor overhead charges as established by current agency finance procedures), equipment, and related overhead costs.

It shall be the Contractor's responsibility to notify the Engineer when work is ready for inspection and/or testing.

REPLACE SUBSECTION 4-1.5 TO READ.

4-1.5 CERTIFICATE OF COMPLIANCE. A Certificate of Compliance shall be furnished prior to the use of any materials for which these specifications or the special provisions require that a certificate be furnished. In addition, when so authorized in these specifications or in the special provisions, the Engineer may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.

Materials test data may be required by the Engineer to be included with the submittal of the Certificate of Compliance.

Materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the work which conforms to the requirements of the plans and specifications, and any material not conforming to the requirements will be subject to rejection whether in place or not.

The City reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance.

The form of the Certificate of Compliance and its disposition shall be as directed by the Engineer.

4-1.6 TRADE NAMES OR EQUALS.

ADD THE FOLLOWING TO THE END OF SUBSECTION 4-1.6:

If the Contractor is authorized to substitute an equivalent item or material, it shall be with the understanding that there will be no increase in contract price due to the substitution. If a substitution is approved by the Engineer and is subsequently found not to be equal to the specified item or material, the Contractor shall remove and dispose of the substitute at the Contractor's expense. The Contractor shall then furnish and install the specified item or material at no additional cost to the owner.

SECTION 5 - UTILITIES

5-1 LOCATION.

REPLACE THE THIRD PARAGRAPH OF SUBSECTION 5-1 WITH THE FOLLOWING PARAGRAPHS:

As provided in Section 4216 of the California Government Code, at least two working days prior to commencing any excavation, if the excavation will be conducted in an area that is known, or reasonably should be known, to contain subsurface installations, the Contractor shall contact Underground Service Alert (USA) of Northern California and obtain an inquiry identification number. Notification numbers must be updated two working days before the twenty-eight day period expires, or as required by State law.

White Markings in Paved Areas: The Contractor shall avoid excessive or oversized marking, especially if marking outside the excavation area. Limit length, height, and interval of marks per USA guidelines. Letters and numbers shall not exceed 3" to 6" in height. On concrete surfaces the Contractor shall use spray chalk paints, water-based paints or equivalent less permanent type marking.

White Markings in Non-Paved Areas: When paint is not used, use appropriate colored stakes, lath, pennants or chalk lines. Select marker types that are most compatible to the purpose and marking surface. Adhere to paved area marking suggestions to the extent practical.

Each utility that is not a member of the Regional Notification Center (RNC) must be notified individually. The City of Oakland Electrical Division (street lights, traffic signals, call boxes) is not a member of a RNC. The City of Oakland is not required to mark gravity-fed lines such as storm and sanitary sewers.

CHANGE THE FIFTH PARAGRAPH OF SUBSECTION 5-1 TO READ:

The Contractor shall be responsible for locating all the service laterals including, but not limited to, private building sewer, storm drainage, water, electrical, telephone and cable, prior to excavation in areas where service laterals could reasonably be expected to exist. Any service laterals damaged by the Contractor shall be promptly repaired with the approval of the Engineer, at no cost to the City. If no pay item is provided in the Contract for this work, full compensation for such work shall be considered as included in the prices bid for other items of work.

Prior to start of work, the Contractor shall be responsible for positively identifying the depth to and extents of the basements within the Project Limits. No work above or in the vicinity of the basements until the basements have been positively located.

5-2 PROTECTION.

REPLACE THE FIRST SENTENCE OF THE SECOND PARAGRAPH WITH THE FOLLOWING:

Where protection is required to ensure support of utilities located substantially (i.e. within 3 feet) as shown on the Plans or in accordance with 5-1, the Contractor shall, unless otherwise provided, furnish and place the necessary protection at the Contractor's expense.

ADD THE FOLLOWING TO THE END OF SUBSECTION 5-2:

The Contractor shall provide temporary and permanent supports under all existing concrete, asbestos concrete, clay, telephone, and power conduits. Cost for such supports shall be absorbed in the Contractor's bid item for the pipeline construction.

The Contractor shall not tunnel under conduits unless approved by the Engineer. All voids within the tunnel limits shall be filled with one-sack cement/sand slurry.

5-5 DELAYS.

ADD THE FOLLOWING TO THE END OF SUBSECTION 5-5.

No payment will be made for the first two hours of each occurrence of delay related to identification and removal of an abandoned or unmarked utility.

5-6 COOPERATION.

ADD NEW SUBSECTION 5-6.1 TO READ:

5-6.1 Utility Work. The Contractor shall be advised that the relocation of overhead and underground utilities may be underway by other forces within or adjacent to the limits of Work. The Contractor shall cooperate and coordinate with all such other forces to avoid delays or hindrances to their work.

ADD NEW SUBSECTION 5-6.2 TO READ:

5-6.2 Adjacent Project Work. The Contractor shall be advised that other projects may be underway by other forces within or adjacent to the limits of Work. The Contractor shall cooperate and coordinate with all such other forces to avoid delays or hindrances to their work. Adjacent projects within the Project limits include, but are not limited to:

1. AC Transit Line 51 Corridor Delay Reduction & Sustainability Project
2. Port of Oakland Security Fiber Optic Network Expansion & Redundancy Project
3. AC Transit East Bay Bus Rapid Transit (BRT) project
4. 17th Street Striping and Repair Project
5. Broadway Sewer Pipe Rehabilitation
6. City-wide Paving Project (includes Telegraph Ave)
7. San Pablo Avenue Green Streets
8. Rotunda Building Sewer Lateral Replacement Project
9. Dogwood Basement Backfill Project
10. Cathedral Building Bar Restoration Project

ADD NEW SUBSECTION 5-7 TO READ:

5-7 UTILITY EXCAVATION BACKFILL. The Contractor will not be entitled to damages, additional payment, or a time extension for impacts or delays attributable to utility excavation backfill material type or density if such utility is substantially located (i.e. within 3 feet) according to Subsection 5-1.

ADD NEW SUBSECTION 5-8 TO READ:

5-8 PAYMENT. The Bid Item "Utility Relocation and Coordination" will be paid as a Lump Sum and shall be full compensation to furnish all labor, materials, tools, equipment, and incidentals for doing all the work involved in adjusting or relocating City utilities, locating existing utilities, coordination with Utility companies for altering, relocating, or reconstructing of utility facilities, complete in place, in accordance with the Plans, Specifications and Standard Details.

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK.

6-1.1 Construction Schedule.

ADD THE FOLLOWING TO THE END OF THE FIRST PARAGRAPH:

A schedule utilizing the critical path method is required on all projects with a bid price of \$250,000 or greater. Failure to provide approvable schedules prior to the start of work may result in delays or non-payment of Mobilization progress payments.

ADD THE FOLLOWING AFTER THE FIRST PARAGRAPH:

On a monthly basis, along with the monthly payment request, the Contractor shall revise the schedule, indicating actual progress, and resubmit to the City for review and concurrence. If in the opinion of the City, the Contractor falls behind the accepted schedule, the Contractor shall take the necessary steps to improve progress and adhere to the original schedule. Failure to provide updated construction schedules with monthly payment requests may result in delays or non-payment of monthly payments.

6-1.2 Commencement of the Work

ADD THE FOLLOWING AT THE END OF SUBSECTION 6-1.2:

The contract time specified is the City's best estimate of the required time to complete the Work. If the Contractor elects to submit an early completion schedule for the Project, the Contractor does so at its own risk. Such a submission does not change the contract time specified in the contract documents and the contractor must show the remaining time as "float time" on the schedule. Moreover, the City shall not be responsible for, nor be held liable for, any damages allegedly caused by the Contractor's failure to complete the Project within the proposed early completion schedule.

Contractor shall not pave or perform base repairs within a 2 block radius of the following schools during school days. Weekend work is allowed for the 2 block radius at no additional cost to the City. The Contractor's failure to comply with the requirements shall require the Contractor to pay to the City or the City may deduct from monies due the Contractor, the sum of \$5,000.00 per paving segment per day, unless otherwise provided in the contract documents.

Contractor shall not pave within a 2 block radius of the following schools during school days:

Schools on Project Site

[**Oakland School for the Arts**](#)

Oakland Unified School District School Calendar 2014/2015

Thursday, June 12, 2014 – Last Day of School for Students

Friday, July 4, 2014 - Independence Day (No School)

Monday, August 25, 2014 – First Day of School for Students

Monday, September 1, 2014 – Labor Day (No School)

Friday, October 10, 2014 – Professional Development Day (No School)

Tuesday, November 11, 2014 – Veteran's Day (No School)

Monday, November 24, 2014 - Friday, November 28, 2014 – Thanksgiving Recess (No School)

Monday, December 22, 2012 - Friday, January 2, 2014 – Winter Recess (No School)

Monday, January 19, 2015 – Martin Luther King Day (No School)

Friday, January 30, 2015 – Professional Development Day (No School)

Monday, February 16, 2015 – President's Day (No School)

Tuesday, March 31, 2015 - Cesar Chavez Day (No School)

Monday, April 6, 2015 - Friday, April 10, 2015 – Spring Recess (No School)

Friday, May 22, 2015 - In Lieu of Lincoln's Birthday (No School)

Monday, May 25, 2015 – Memorial Day (No School)

The Contractor's failure to comply with the requirements of Subsection 6-1 shall be grounds for the City to determine that the Contractor is not prosecuting the Work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the City may withhold approval of progress payments until the Contractor complies with the requirements of Subsection 6-1.

ORDER OF WORK: The project order of work shall be as follows:

- All concrete work and related items shall be completed on a particular street before AC pavement demolition or other AC work may commence.

ADD NEW SUBSECTION 6-1.3 TO READ:

6-1.3 Mandatory Pre-Construction Meeting.

A pre-construction meeting will be scheduled for within ten days of the contract award for all projects with a contract bid price of greater than \$50,000. At this meeting the Contractor will meet representatives of the City's Contract Compliance, Construction and Design divisions.

The project Resident Engineer will chair the meeting. This meeting's purpose is to establish procedures for field coordination, resolve anticipated construction problems, and discuss the process for submittals, request for information, disputes, and progress payments. The Resident Engineer will also discuss the construction schedule, traffic control plans, housekeeping, storm water protection, recycling, utility coordination, notification to property owners, project sign location, office trailer location, working hours, noise control, dust control, general public relations, and other related issues.

The Contract Compliance Officer will discuss enforcement of the City's various employment and prevailing wage requirements specified by the Contract.

6-3 SUSPENSION OF WORK.

CHANGE SUBSECTION 6-3.1 TO READ:

6-3.1 General. The Engineer shall have the authority to suspend the work wholly or in part for such period as deemed 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 it may deem necessary due to the Contractor's failure to carry out orders given or to perform any work provisions. The Contractor shall immediately obey the Engineer's suspension orders and shall not resume work until so ordered in writing by the Engineer.

If the Engineer orders a work suspension due to the Contractor's failure to carry out provided orders or to perform any contract provision, the days on which the suspension order is in effect shall be considered contract working days if such days are working days within the meaning of the definition set forth in these specifications.

If work is suspended through no fault of the Agency, all expenses and losses incurred by the Contractor during such suspension shall be borne by the Contractor. If the Contractor fails to properly provide for public safety, traffic, and protection of the work during suspension periods, the Agency may elect to do so, and deduct the cost thereof from monies due the Contractor. Such action will not relieve the Contractor from liability.

The Contractor's responsibilities as defined in Section 7 of the Standard Specifications and Special Provisions shall continue in full force and effect during such suspension period.

ADD NEW SUBSECTION 6-3.3 TO READ:

6-3.3 Hazardous Material and Waste Encountered during Operations. If the Contractor encounters a substance during operations that the Contractor has reason to believe may be a hazardous material as defined by Section 25501 of the California Health and Safety Code or a hazardous waste as defined by Section 25117 of the California Health and Safety Code, and if such substance was not previously accounted for in the Scope of Work, the Contractor shall immediately so notify the Engineer in writing. Work in the immediate area of the suspected hazardous material or waste shall be suspended until the Engineer authorizes the work to resume. If such suspension delays the current controlling operation, the Contractor shall be granted a time extension as provided in Section 6-6.

If such work suspension delays the current controlling operation by more than two working days, the delay shall be considered a right of way delay and the Contractor shall be compensated for such delay as provided in Section 8-1.09 of the most recent Caltrans Standard Specifications.

The City reserves the right to use other forces for exploratory work to identify and determine the extent of such hazardous material or waste in the construction area.

6-6 DELAYS AND EXTENSIONS OF TIME.

6-6.1 General.

DELETE THE WORD "labor disputes" and "labor or equipment" FROM THE SECOND SENTENCE OF THE FIRST PARAGRAPH OF SUBSECTION 6-6.1.

REPLACE THE SECOND PARAGRAPH OF SUBSECTION 6-6.1 TO READ:

An extension of time will not be granted for a delay caused by the Contractor's inability to obtain materials and equipment, unless the Contractor furnishes to the Engineer documented proof that the Contractor has made every effort to obtain such materials and equipment from every known source within reasonable reach of the Work. The Contractor shall also submit proof that the inability to obtain such materials when originally planned did, in fact, cause delay in final completion of the Work that could not be compensated for by revising the sequence of operations. Only the physical shortage of material and equipment will be considered under these provisions as a cause for extension of time.

CHANGE THE THIRD PARAGRAPH OF SUBSECTION 6-6.1 TO READ:

In the event of work delays beyond the control of the Contractor, the Contractor shall so notify the Engineer in writing. Such notice shall give the reason for the delay, and provide such documentary evidence as may be necessary to substantiate the reasons for the delay plus an estimate of the additional time required to complete the contract. Such a delay notice shall be filed with the Engineer within five working days after the beginning of said delay. The Contractor's failure to file a timely notice shall act as a bar against an acceleration claim. The Agency's decision will be issued within five working days. The Contractor shall not accelerate the work unless authorized in writing by the Engineer.

6-6.3 Payment for Delays to Contractor.

CHANGE THE FIRST SENTENCE OF SUBSECTION 6-6.3 TO READ:

The Contractor may be compensated for damages incurred due to delays for which the Agency is responsible, except for delays caused by the issuance of extra work as stated in 3-2.1 of these Special Provisions.

6-7.2 Working Day.

DELETE THE WORD "field" FROM THE FIRST SENTENCE OF SUBSECTION 6-7.2.

CHANGE 6-7.2 ITEM 3 TO READ:

The following designated holidays:

January 1st (New Years Day - Observed)	September 9 th (Admissions Day)
3rd Monday in January (ML King Jr. Day)	November 12 th (Veterans Day)
February 12 th (Lincoln's birthday)	4 th Thursday in November (Thanksgiving)
3 rd Monday in February (President's Day)	The Friday after Thanksgiving
Last Monday in May (Memorial Day)	December 25 th (Christmas Day)
July 4 th (Independence Day)	December 31 st (Holiday)
1 st Monday in September (Labor Day)	

6-7.2 Working Day.

ADD THE FOLLOWING PARAGRAPH TO THE END OF SUBSECTION 6-7.2:

The Contractor's working hours shall be from 7:00 AM TO 5:00 PM, Monday through Friday. The Table "Operation Hours" (see Attachment 6 "Operation Hours" at the end of these Special Provisions) details the permissible work hours on public streets. The Contractor may be allowed to work after 5:00 PM on weekdays and work on Saturday and Sundays only with the Engineer's written permission. The Engineer may shorten the hours of this subsection to prevent traffic congestion or to prevent unreasonable disturbance in residential areas.

ADD NEW SUBSECTION TO READ:

6-7.4 Contract Working Days. The work that the Contractor is required to perform under this contract commences at the time stipulated by the Engineer in the "Notice to Proceed" to the Contractor shall be completed within the working or calendar days from the date of the Notice to Proceed specified on Page A1 of the Notice to Bidders (or for federal projects, page B1 of the Notice to Contractors.) Each month the Engineer will furnish the Contractor a statement of working days remaining on the contract as part of the monthly progress estimate.

6-8 COMPLETION AND ACCEPTANCE.

REPLACE THE SECOND AND FOURTH PARAGRAPH OF SUBSECTION 6-8 WITH THE FOLLOWING:

If the Engineer determines that the project work has been completed in accordance with the plans and specifications, he or she will so certify and accept the completed work. The Engineer will, in his/her acceptance, give the date when the work was completed. This Notice of Completion date is when the Contractor is relieved from responsibility to protect the work, and is also the date to which liquidated damages will be computed.

All work involving underground construction (such as pipe laying, electrical or liquid-carrying conduit installation, sewer repair, replacement or installation, trenching, backfilling, and paving, etc.), shall be warranted by the Contractor against defective workmanship and materials for a period of 2 years from the date the Work was completed. All other work shall be warranted by the Contractor against defective workmanship and materials for a period of 1 year from the date the Work was completed, unless specified otherwise in the plans or contract documents.

ADD THE FOLLOWING TO THE END OF SUBSECTION 6-8:

The Contractor shall maintain a set of as-built plans of all contract work daily. All changes to the original contract documents shall be legibly incorporated in red ink with reference to the date and name of appropriate written document(s), such as Change Order, RFI, email, field order, record of conversation, etc. Each page of final drawings shall be identified as As-Built Plans. The City shall retain a five-percent retention to ensure that the as-built plans are submitted to the City. The Contractor shall supply two copies of the As-Built plans plus a copy of the signed, completed As-Built Plans Submittal Form (**Attachment 5** at the end of the Special Provisions) to the Engineer for approval.

6-9 LIQUIDATED DAMAGES.

CHANGE THE FIRST PARAGRAPH OF SUBSECTION 6-9 TO READ:

The Contractor's failure to complete the Work within the time allowed will result in the City sustaining damages. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Liquidated damages shall be assessed. For each consecutive calendar day in excess of the time specified for the completion of Work, as adjusted in accordance with 6-6, the Contractor shall pay to the Agency or the Agency may deduct from monies due the Contractor, the daily liquidated damages amount specified in page A1 of the Notice to Bidders (or for federal projects, page B1 of the Notice to Contractors) unless otherwise provided in the contract documents.

The Contractor shall complete the concrete work for each curb ramp, concrete curb, gutter, and sidewalk work within five working days from start to finish. For each consecutive calendar day in excess of the time specified to complete the concrete repairs, the Contractor shall pay to the City or the City may deduct from monies due the Contractor, the sum of \$200.00 per location per day, unless otherwise provided in the contract documents. In accordance with Subsection 300-1.3.2.c, no sidewalk or curb ramp demolition work may be performed on a Friday, unless approved in writing by the Resident Engineer prior to demolition.

Contract execution shall constitute agreement by the Agency and Contractor that the above sums are the minimum value of the costs and actual damage caused by the Contractor's failure to complete the Work within the allotted time. Such sums are liquidated damages and shall not be construed as a penalty, and may be deducted from payments due the Contractor if such delay occurs.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-1 CONTRACTOR'S EQUIPMENT AND FACILITIES.

ADD THE FOLLOWING TO THE END OF SUBSECTION 7-1.1:

7-1.1 General.

The Contractor shall render all machinery and equipment inoperable at all times except during actual construction. The Contractor shall be responsible for construction means, controls, techniques, sequences, procedures and construction safety.

ADD THE FOLLOWING SUBSECTION 7-1.4:

7-1.4 Powered Industrial Trucks, Forklifts, Heavy Equipment and Other Vehicles.

Contractor employees who drive or operate any such equipment or vehicles on City property or project sites, must first provide proof of a current driver's license and the Contractor must verify training in accordance with any applicable Cal/OSHA standards, Department of Transportation, and Department of Motor Vehicles codes and standards. The Contractor shall be responsible for providing and keeping current all required licenses, certifications and insurance for such equipment and vehicles. The Contractor further agrees to ensure that all

such equipment and vehicles are equipped with required lights, brakes, operating controls, backup alarms and other safety equipment and that all such devices are properly inspected, serviced, maintained in good working order and free of damage and defects. The Contractor agrees to immediately remove from service any equipment or vehicle with identified damage or defects that affect the safe operation of the equipment or vehicle.

The Contractor shall render all machinery and equipment inoperable at all times except during actual construction. The Contractor shall be responsible for construction means, controls, techniques, sequences, procedures and construction safety.

7-2 LABOR.

7-2.2 Laws.

ADD THE FOLLOWING THREE PARAGRAPHS TO THE END OF SUBSECTION 7-2.2:

The City Council of the City of Oakland has ascertained the general prevailing rate of wages for City public works projects by Resolution Number 57103. C.M.S.

For public works projects over \$1,000.00, the State's Labor Code requires Contractors to pay their employees in accordance with the general prevailing wages.

The Contractor is required to submit weekly payroll records showing payment of these wages to his/her employees.

The Prime Contractor and all Subcontractors will have to comply with Sections 1770-1781 of the State of California Labor Code.

ADD NEW SUBSECTION 7-2.2.1 TO READ:

7-2.2.1 Electronic Payroll Submission. The Contractor shall register for and use the City's selected electronic certified payroll tracking system— LCPtracker, a Labor Compliance software program. This software is a web-based system provided by an independent company. Their website address www.lcptracker.net may be accessed for general information and an introductory product tour.

The Contractor and all subcontractors must submit all certified payrolls via the LCPtracker system. The Contractor and each subcontractor will be given a **special Log-On identification number** and a **password** to access the City's reporting system. The Contractor shall contract with LCPtracker for the entire duration of project construction.

The monthly charge to Contractors is \$160.00 for all contracts valued at or below five million dollars. Contractors will be charged \$320.00 monthly for contracts above that amount. This monthly charge will be assessed until the City files a project notice of completion. The Contractor's first payment is due within 30 days of the Notice to Proceed date. Subsequent payments are due every thirty days or the 20th of the month, whichever comes first. Remittances should be made payable to the City of Oakland (reference project number and the month for which the payment is being made) and sent to the City of Oakland, City Administrator's Office, Contracts and Compliance Unit, Social Equity Division 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612. *Subcontractors will not be charged for this service.*

The advantages to this required service are:

- elimination of inaccurate certified payroll submittals;
- elimination of the need to submit hard copies of certified payrolls,
- identification of prevailing wage irregularities;
- at-a-glance assessment of compliance with the Local Employment Program (LEP) and the 15% Apprenticeship Program; and
- the elimination of potential delays in progress payments resulting from rejected certified payroll(s).

To assist contractors and subcontractors in this process, on-line training is available via the LCPtracker website. Also, a City computer with online capability to access LCPtracker is available, as needed, Monday through Friday between the hours of 10:00 am and 4:30 pm. To arrange additional training on the use of LCPtracker or to use the City's computer, the Contractor's payroll resource (staff or business service) may contact the City Administrator's Office, Contracts and Compliance Unit, Contract Compliance Office at 250 Frank Ogawa Plaza, 3rd Floor, Suite 3341, telephone (510) 238-2970.

While the submission of hard copies of certified payrolls is no longer necessary with the implementation of this program, contractors and subcontractors will continue to be required to submit a signed, original affidavit made under penalty of perjury that states that the information contained in each submitted LCPtracker

payroll record is true and correct.

Electronic submittal of weekly payroll information is consistent with California Department of Industrial Relation Public Works payroll reporting requirements.

Payment: The Contractor shall absorb in the bid all costs incurred from these electronic payroll submission requirements. Monthly progress payments may be delayed for delayed submission of weekly payroll information.

ADD NEW SUBSECTION 7-2.2.2 TO READ:

7-2.2.2 Electrical Workers Safety Requirement. Enhanced Electrical Safety Requirements are required for all worksite electrical labor. For all capital improvement contracts where the electrical scope of work is \$100,000 or more, the project must comply with the following requirements for electrical safety enhancement:

- 70% of all "Journey-level Electricians" must be graduates of a State of California approved Electrical Apprenticeship Program.
- 20% of the jobsite electrical workers must be OSHA 10-hour Construction Industry Safety and Health Certified.
- At least one jobsite electrical worker must be OSHA 30-hour Construction Industry Safety and Health Certified.

The above workforce ratios are determined by verifying the workforce composition on a daily basis. The Contractor will be required to certify their compliance by completing and submitting information via forms provided by the Resident Engineer.

REPLACE SUBSECTION 7-3 LIABILITY INSURANCE WITH THE FOLLOWING:

7-3 CITY OF OAKLAND INSURANCE REQUIREMENTS.

1. Required Insurance. The Contractor shall procure, prior to commencement of service, and keep in force for the term of this contract, at Contractor's own cost and expense, the following policies of insurance or certificates or binders as necessary to represent that coverage as specified below is in place with companies doing business in California and acceptable to the City. The insurance shall at a minimum include as per the Attachment Schedule Q.

ADD NEW SUBSECTION 7-3.1 TO READ:

7-3.1 Responsibility for Damage. The City and/or its Council, and/or its employees, shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; or to any material or equipment used in performing the work; or for injury or damage to any person or persons, either employers, workmen, or the public; or for damage to property or loss or use thereof from any cause whatsoever during the progress of the work or at any time before final acceptance.

To the extent not otherwise prohibited by Section 2782 of the Civil Code of the State of California, the Contractor shall indemnify and save harmless the City of Oakland, its Council, officers and employees, from any suits, claims or actions brought by any person or persons, or corporations, or other entities for or on account of any bodily injuries or disease or illness, or damages of any nature, however caused, and regardless of responsibility for negligence, sustained as a result of or arising within the work. The City Council may retain as much of the money due to Contractor as shall be considered necessary until disposition has been made of such suits or claims for damages as aforesaid.

Neither the City Administrator, Council, the City Engineer, the OPW Director, nor any other officer or authorized assistant or agent of the City shall be personally responsible for any liability arising under the contract.

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

7-4 WORKER'S COMPENSATION INSURANCE.

DELETE SUBSECTION 7-4. INSTEAD REFER TO SUBSECTION 7-3.

CHANGE SUBSECTION 7-5 TO READ:

7-5 PERMITS AND LICENSES. The Contractor shall procure all permits and licenses, pay all related charges and fees for any required permit or license, and give all notices necessary and incidental for the due and lawful prosecution of the work, except for the City of Oakland Tree Removal Permit. All charges and fees for any required permit or license shall be included in the base bid for the project.

7-6 THE CONTRACTOR'S REPRESENTATIVE.

ADD THE FOLLOWING TWO PARAGRAPHS TO THE END OF SUBSECTION 7-6:

The Contractor's representative shall be an employee of the Contractor and shall be present at the work site at all times while work is in progress. The Contractor's representative shall personally supervise the work of all subcontractors. At a minimum, the Contractor's representative must be onsite at the beginning and end of each workday to coordinate the Contractor's workforce and receive instructions from the Agency. The Contractor may be fined \$500 per day for every day in violation of this Subsection. In addition, the Contractor's failure to provide a representative with authority to direct all facets of the work shall be grounds for suspending the work. Contract time shall continue to run if the Agency suspends the work for violation of this Subsection. When work is not in progress and during periods of work suspension, arrangements acceptable to the Agency shall be made for performance of emergency work when required.

7-7 COOPERATION AND COLLATERAL.

ADD THE FOLLOWING TWO PARAGRAPHS TO THE END OF SUBSECTION 7-7:

The Contractor shall notify the City of Oakland Sewer Maintenance Section at (510) 615-5566 when a building sewer / lateral is connected so that a sewer maintenance representative can inspect it.

The Agency and each utility company reserves the right to enter upon any street or easement for the purpose of making changes, new installations, repairs, or performing maintenance work.

The Contractor shall be responsible for coordinating and cooperating with the agency and all other projects within, adjacent, and/or related to project vicinity. See 5-6.2 for further requirements.

7-8 WORK SITE MAINTENANCE.

7-8.1 General.

ADD THE FOLLOWING TO THE END OF SUBSECTION 7-8.1:

The Contractor's failure to comply with the Engineer's cleanup orders may result in the City having the cleanup work done by others. The Contractor shall bear all costs incurred by the City in having the work done.

The Contractor shall take all necessary measures to ensure that materials from the job site identified in the project Waste Reduction and Recycling Plan (WRRP) are recycled.

7-8.2 Air Pollution Control.

ADD THE FOLLOWING TO THE END OF SUBSECTION 7-8.2:

The use of water resulting in mud on public or private paved surfaces will not be permitted as a substitute for sweeping or other methods. The Contractor shall sweep the streets within the project area with a power pickup sweeper at least once daily, or as directed by the Engineer, for the duration of the project. A Wet/Dry vacuum shall be used to vacuum sawcut slurry.

7-8.4.1 General.

ADD THE FOLLOWING TO THE END OF THE SECOND PARAGRAPH:

Excess excavated material from trenches, structures, general excavation and manholes and similar structures shall be removed from the site immediately.

ADD THE FOLLOWING TO THE END OF SUBSECTION 7-8.4.1:

The Contractor shall take all necessary measures to ensure that materials from the job site identified in the project Job Site Recycling and Waste Reduction Plan are recycled.

REPLACE SUBSECTION 7-8.6 WITH THE FOLLOWING:

7-8.6 Water Pollution Control.

7-8.6.1 General. The intent of these requirements is to enforce federal, state, and other local agency regulation prohibiting storm water pollution from construction sites. The storm drain system discharges directly to creeks and the San Francisco Bay without treatment. Therefore, pollutant discharge into the storm drain system is strictly prohibited. Here pollutant discharge means any substance, material, or waste, and discharges NOT permitted under the National Pollutant Discharge Elimination System regulated by the State of California Regional Water Quality Control Board or the United States Environmental Protection Agency other than uncontaminated stormwater.

The Contractor shall conform to all applicable local, state and Federal regulations and laws pertaining to water pollution control including the City of Oakland's Creek Protection, Stormwater Management and Discharge Control Ordinance. As applicable, the Contractor shall obtain Water Pollution Control Permits and file all documents including, but not limited to, the State of California Construction General Permit, Stormwater Pollution Prevention Plan, and the City of Oakland Creek Protection Permit. The Contractor shall

conduct and schedule operations and follow and implement Best Management Practices (BMPs) in such a manner as to prevent water pollution. The Contractor shall also conform to the following requirements:

- 1) Sediments shall not be discharged to a storm drain system or receiving waters. In this subsection, the term "storm drain system" shall include storm water conduits, storm drain inlets and other storm drain structures, street gutters and paved surfaces. In this subsection "receiving waters" shall include channels, watercourses, creeks, lakes, the Oakland Estuary, and the San Francisco Bay.
- 2) Sediments generated on the Work site shall be contained on the Work site using appropriate BMPs.
- 3) No construction-related materials, waste, spill or residue shall be discharged from the Work site to streets, drainage facilities, receiving waters or adjacent property by wind or runoff.
- 4) Non-storm water runoff from equipment, vehicle washing or any other activity shall be contained within the Work site using appropriate BMPs.
- 5) Erosion shall be prevented. Erosion-susceptible slopes shall be covered, planted or otherwise protected in a way that prevents discharge from the Work site.

In this subsection, the term "storm drain system" shall include water conduits, storm drain inlets and other storm drain structures, street gutters and paved surfaces, channels, watercourses, creek, lakes, the estuary, and the San Francisco Bay.

7-8.6.2 Best Management Practices (BMPs). For the purpose of eliminating stormwater pollution, the Contractor shall implement effective control measures known as Best Management Practices (BMPs). BMPs include schedules of activities, prohibition of practices, general good housekeeping practices, operational practices, pollution prevention practices, maintenance procedures, and other management procedures to prevent pollutant discharge directly or indirectly into the storm drain system. BMPs also include the construction of some facilities that may be required to prevent, control, and abate stormwater pollution.

The Contractor shall implement and maintain such BMPs as are relevant to the work, and as are specifically required by the Plans or Special Provisions. The Contractor shall be responsible throughout the Contract duration for installing, constructing, inspecting, maintaining, removing and disposing of BMPs for wind erosion control, tracking control, erosion and sediment control, non-storm water control, and waste management and materials pollution control. Unless otherwise directed by the Engineer, the Contractor shall be responsible for BMP implementation and maintenance throughout any temporary suspension of the Work. Guidance for appropriate implementation of BMPs can be found in the Reference Publications listed in 7-8.6.5.

7-8.6.3 Storm Water Pollution Prevention Plan (SWPPP). When so specified in the Special Provisions, or if so required by a jurisdictional regulatory agency, the Contractor shall prepare and submit per 2-5.3 a Storm Water Pollution Prevention Plan. The SWPPP shall conform to the requirements specified in the Special Provisions and those of the jurisdictional regulatory agency. The Notice of Intent will be filed by the City.

7-8.6.4 Dewatering. Dewatering shall be performed by the Contractor when specifically required by the Plans or Specifications, and as necessary for construction of the Work. Dewatering shall be performed in conformance with all applicable local, state and Federal laws and permits issued by jurisdictional regulatory agencies. Permits necessary for treatment and disposal of accumulated water shall be obtained by the Contractor or the Agency as specified in the Special Provisions. Accumulated water shall be treated prior to disposal if so specified in the Special Provisions or required by a permit. The contractor shall submit a working drawing and related supporting information per 2-5.3 detailing its proposed plan and methodology and treatment and disposal of accumulated water. To the maximum extent practical, the Contractor shall reuse non-toxic, de-silted water for other onsite needs, such as dust control and irrigation.

The plan shall identify the location, type and size of dewatering devices and related equipment, the size and type of materials composing the collection system, the size and type of equipment to be used to retain and, if required, treat accumulated water, and the proposed disposal locations. If the proposed disposal location is a sanitary sewer, the Contractor shall submit to the Engineer written evidence of permission from the owner. If the proposed disposal location is a storm drain system or receiving body of water, the Contractor shall submit written evidence of permission from the owner of the storm drain system and, if not obtained by the Agency, original signed permits from jurisdictional regulatory agencies or written evidence that such permits are not required.

7-8.6.5 Reference Publications.

Reference publications are as follows:

1. California State Water Resources Control Board (SWRCB) Construction General Permit Order 2009-

- 009-DWQ adopted on September 2, 2009. Available at the following website:
http://www.swrcb.ca.gov/water_issues/programs/stormwater/constpermits.shtml
2. Stormwater Best Management Practice Handbook, Construction. California Stormwater Quality Association, January 2003. Available at : www.cabmphandbooks.com
 3. City of Oakland Creek Protection, Stormwater Management, and Discharge Control Ordinance. Available : <http://www.oaklandpw.com/Asset519.aspx>
 4. Guide to Oakland's Creek Protection Ordinance. Available at:
<http://www.oaklandpw.com/Asset514.aspx>
 5. Erosion and Sediment Control Field Manual, San Francisco Regional Water Quality Control Board (SFRWQCB) Available from Friends of the San Francisco Estuary, 1515 Clay Street, Suite 1400, Oakland, CA 94612 (510) 622-2419 or (510) 622-2337 or
www.abag.ca.gov/bayarea/sfep/about/friends/html.
 6. Manual of Standards for Erosion and Sediment Control Measures. Association of Bay Area Governments (ABAG.) Available from ABAG, 101 8th Street, Oakland, CA 94607, (510) 464-7900, www.abag.ca.gov/bayarea/sfep/about/friends/html.
 7. CalTrans Stormwater Quality Handbooks. Available at: the following website:
www.dot.ca.gov/hq/construc/stormwater/CSBMPM_303_Final.pdf

7-8.6.6 Material Storage. Storage and exposure of raw materials, by-products, finished products, and containers shall be controlled as described below:

All construction materials shall be stored at least ten feet away from inlets, catch basins, and curb returns. The Contractor shall not allow any material to enter the storm drain system. Measures shall be taken to maintain a neat and protected pile. At the end of each working day, the Contractor shall collect and dispose of all scrap, debris, and waste material excluding materials set aside for recycling and salvage. Materials set aside for recycling and salvage shall be delivered to the recycling station within five days.

Materials that can contaminate rainwater or be transported by storm water or other runoff to the storm drain system require special storage. During wet weather or when rain is forecast, the Contractor shall store such materials inside a building or cover them with a tarp or other waterproof material secured with weighted tires or sandbags to prevent contact with rain.

The Contractor is reminded that storage and disposal of all hazardous materials such as paints, thinners, solvents, and fuels; and all hazardous wastes such as waste oil, must meet all federal, state and local standards and requirements.

7-8.6.7 Pavement Saw Cutting Operations. The Contractor shall prevent any saw cutting debris from entering the storm drain system. The Contractor shall preferably use dry cutting techniques and sweep up residue. If wet methods are used, the Contractor shall vacuum slurry as cutting proceeds or collect all wastewater by constructing a sandbag sediment barrier. The bermed area shall be of adequate size to collect all wastewater and solids. The Contractor shall allow collected water to evaporate, as approved by the Engineer, if the wastewater volume is minimal and if maintaining the ponding area does not interfere with public use of the street area, create a safety hazard, or does not create standing water that remains longer than 72 hours. If the Engineer approves, the Contractor may direct or pump saw cutting wastewater to a dirt area for infiltration. This dirt area shall be adequate to contain all the wastewater. After wastewater has infiltrated, all remaining saw cutting residue must be removed and disposed of properly.

With the approval of East Bay Municipal Utility District (EBMUD) and the Engineer, de-silted water may be pumped to the sanitary sewer to assist in the evaporation or infiltration process. Remaining silt and debris from the ponding or bermed area shall be removed or vacuumed and disposed of properly. If a suitable dirt area is not available or discharge to the sanitary sewer is not feasible, with the Engineer's approval the Contractor shall filter the saw-cutting wastewater through filtering materials and methods meeting ABAG Standards For Erosion and Sedimentation Control Measures (latest edition) before discharging this wastewater to the storm drain.

7-8.6.8 Pavement Operations. The Contractor shall prevent the discharge of pollutants from paving operations by using measures to prevent run-on and runoff pollution, properly disposing of wastes, and by implementing the following Best Management Practices:

- a. No paving during wet weather.
- b. Store materials as required by 7-8.6.6.
- c. Cover inlets and manholes when applying asphalt, seal coat, tack coat, slurry seal, fog seal, etc.
- d. Place drip pans or absorbent materials under paving equipment when not in use. During wet weather store contaminated paving equipment indoors or cover with tarp or other waterproof covering.

- e. Sweep work site daily to prevent sand, gravel or excess asphalt from entering, or being transported by rain, into the storm drain system.
- f. Keep ample supplies of drip pans or absorbent materials on-site.
- g. If paving involves portland cement concrete, refer to 7.8.6.6.

7-8.6.9 Concrete Operations. The Contractor shall prevent pollutant discharge from concrete operations by using measures to prevent run-on and runoff pollution, by properly disposing of wastes, and by implementing the following BMPs:

- a. Store all materials in waterproof containers or under cover away from drain inlets or drainage areas.
- b. Avoid mixing excess amounts of portland cement materials.
- c. Do not wash out concrete trucks into storm drains, open ditches, streets, streams etc. Whenever possible, perform washout of concrete trucks off site where discharge is controlled and not permitted to discharge to the storm drain system. For on-site washout:
 - i. Locate washout area at least 50 feet from storm drains, open ditches or other water bodies, preferably in a dirt area. Prevent runoff from this area by constructing a temporary pit or bermed area large enough to store the liquid and solid waste.
 - ii. Wash out concrete wastes into the temporary pit where the concrete can set, be broken up and then disposed of properly. If the water volume greater than what will allow concrete to set, allow the wash water to infiltrate and/or evaporate, if possible. Otherwise, allow wash water to settle, then filter and pump it to the sanitary sewer with approval from EBMUD and the Engineer. Remove or vacuum the remaining silt and debris from the ponding or bermed area and dispose of it properly.
- d. Dispose of wastewater from exposed aggregate washing to a dirt area adequate to contain all the wastewater. Once the wastewater has infiltrated, remove any remaining residue. If a suitable dirt area is not available, filter the wash water through straw bales or other filtering materials meeting ABAG Standards For Erosion And Sediment Control Measures before discharging the wash water to the sanitary sewer with approval from EBMUD and the Engineer.
- e. Collect and return sweepings from exposed aggregate concrete to a stockpile or dispose of the waste in a trash container.

7-8.6.10 Grading and Excavation Operations. The Contractor shall implement sedimentation and erosion control measures to prevent sediments or excavated material from entering the storm drain system.

The erosion and sedimentation control materials and methods shall be in accordance with ABAG Standards For Erosion and Sediment Control Measures and/or the procedures and methods described in the SFRWQCB Erosion and Sediment Control Field Manual.

At a minimum, the Contractor shall install filter materials (such as sandbags, filter fabric, etc.) at storm drain inlet(s) located in and downstream of the project site. These materials must be in place between October 15 and April 15 and also when rain is forecast within 24 hours. The Contractor shall install filter materials or seal all surface inlet openings during the dry season or if there is potential for sediment or excavated material to be discharged to the storm drain system during the construction operation (e.g. sediments and debris tracked by construction vehicles, wind blown or transported by other runoff). The storm drain inlets shall be sealed such that they can be opened in an emergency and unblocked at the end of each working day, so that no property is damaged as a result of accidents or overflows.

Sedimentation and erosion control/filter materials shall be placed in a manner to restrain any debris or sediment from flowing into the storm drain system. Said materials or control devices shall also be maintained and/or replaced as necessary to ensure effective sediment control and to prevent flooding.

7-8.6.11 Spill Prevention and Control. The Contractor shall take all precautions to prevent accidental spills during construction. However, in the event of a spill, the Contractor shall immediately contain any leaks/spills to prevent them from entering the storm drain system. The Contractor shall properly clean up and dispose of spilled wastes and resulting clean-up materials. If the spilled waste is hazardous, the Contractor shall comply with all federal, state and local hazardous waste requirements.

- a. The Contractor shall not wash any spilled material into the streets, gutters, storm drains, or creeks.
- b. The Contractor shall report any hazardous materials spill immediately to the Oakland Fire Department, the Alameda County Hazardous Materials Division and other state and local agencies as required by state and local regulations.

7-8.6.12 Vehicle/Equipment Cleaning. The use of soaps, solvents, de-greasers, steam cleaning equipment or equivalent methods for vehicle or equipment cleaning on-site or in the street is not permitted. Vehicle or equipment may be cleaned only with water in a designated, bermed area of adequate size. Rinse water may not runoff site or into the storm drain system. The rinse-water shall be permitted to infiltrate in dirt

area or shall be discharged to the sanitary sewer with the approval of EBMUD and the Engineer.

The Contractor shall dispose of wash water from the cleaning of water-base paint equipment and tools to the sanitary sewer.

When using oil-based paint the Contractor shall, to the maximum extent practicable, filter the paint thinner and solvents for reuse. Any waste thinner, solvent, and sludge from the cleaning of equipment and tools shall be disposed as hazardous waste.

7-8.6.13 Contractor Training And Awareness. The Contractor shall train all employees on the water pollution prevention requirements contained in these specifications. The Contractor shall inform all subcontractors of the water pollution prevention contract requirements and include appropriate subcontract provisions to ensure that these requirements are met.

The Contractor shall mark all new catch basins constructed as part of the project with stainless steel storm drain markers with the logo "No Dumping: Drains to the Bay". Storm drain markers are available from the Engineer.

7-8.6.14 Good Housekeeping Practices. The Contractor shall implement the following applicable good housekeeping practices.

- a. Store all materials that have the potential to be transported to the storm drain system by storm runoff or by a spill under cover in a contained area or in sealed waterproof containers.
- b. Use ground tarps to collect fallen debris or splatters that could contribute to storm water pollution.
- c. Secure opened bags of cement, and other light materials or powders that can be transported by wind.
- d. Pick up litter, construction debris and other wastes daily from outside areas including the sidewalk area, gutter, street pavement and storm drains impacted by the project. Store all wastes in covered containers or dispose of immediately. Arrange for appropriate collection of those materials separated for recycling.
- e. Dispose of wash water to the sanitary sewer with the approval of EBMUD and the Engineer or recycle wash water. Refer to 7-8.6.9.
- f. Inspect vehicles and equipment arriving on-site for leaking fluids and promptly repair leaking vehicles and equipment. Use drip pans to catch leaks until repairs are made.
- g. Avoid spills by handling materials carefully. Keep a stockpile of spill materials, such as rags or absorbents, readily accessible on-site. Clean up all spills immediately to prevent any material from being discharged to the storm drain system. Refer to 7-8.6.11.
- h. Train employees regularly on good housekeeping practices and BMPs. Assign specific employees responsibility for BMPs, good housekeeping practices, and actions to take in the event of a spill. Refer to 7-8.6.13.
- i. Maintain and replace all sediment and water pollution control devices as necessary to ensure that said controls are working effectively (e.g. inspect all sediment ponds or sandbag sedimentation/filtering systems after each rain. Remove accumulated sediment and debris and replace or repair damaged sandbags immediately.)

7-8.6.15 Payment. Unless otherwise specified in the Special Provisions, payment for implementation and maintenance of BMPs, implementing SWPPP measures and other work of this section (except dewatering) shall be deemed included in the price paid for associated contract bid items, and no additional payment shall be made therefor. Payment for dewatering shall be as specified in the Special Provisions.

7-8.6.16 Enforcement. Various sections of the Oakland Municipal Code enforce subsection 7-8.6. City enforcement may include, but is not limited to: citations, abatement orders, bills for City cleanup costs and administration, civil suits, and criminal charges. City enforcement actions do not void or suspend any enforcement actions by other agencies. At a minimum, the Contractor shall implement the storm water Clean Water Program BMPs listed in 7-8.6.2 General, or implement equally effective alternatives approved by the Engineer on all projects within the City of Oakland.

ADD NEW SUBSECTION 7-8.7 TO READ:

7-8.7 Removal of Graffiti and Vandalism. The contractor shall maintain a worksite free of graffiti and vandalism. All new improvement under the subject contract and all on-site equipment and materials including but not limited to trailer, barricade, k-rails, excavator, loader, truck, storage bin, signage, etc. free of graffiti and vandalism. Contractor shall remove all graffiti and vandalism on such equipment and improvements within 24 hours of occurrence. Unless otherwise specified in the Bid Schedule, the costs for all labor, tools and equipment, and for implementation of all work involved in the removal of graffiti and vandalism shall be considered as included in the payment made for other items of work, and no separate

payment shall be made therefor. Should the Contractor fail to keep the new improvement under the subject contract and equipment and materials free of graffiti and vandalism, the Engineer may suspend the Work per 6-3 until the graffiti and vandalism is removed or abated.

In addition, the contractor shall maintain all existing improvement in the public right-of-way in the vicinity of the job site free of graffiti and vandalism. If directed by the Engineer in writing, the Contractor shall remove all graffiti and vandalism within 24 hours of occurrence. The costs associated with the implementation of all work involved in the removal of graffiti and vandalism shall be considered as extra work subject to the Engineer's written approval. Should the Contractor fail to keep the existing improvement in the public right-of-way free of graffiti, the Engineer may suspend the Work per 6-3 until the graffiti and vandalism is removed or abated.

ADD NEW SUBSECTION 7-8.8 TO READ:

7-8.8 Contractor's Identification. At all times the Contractor shall, at its expense, provide for the proper identification of its work to the public. This identification shall include the Contractor's name and telephone number and shall be printed on barricades used on the job. The contractor shall provide 72 hours advance notice before entering private property to perform contract work.

CHANGE SUBSECTION 7-9 TO READ:

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS. The Contractor shall be responsible for the protection of public and private property adjacent to and along the line of work. The Contractor shall exercise due caution to avoid damage to such property. Before submitting a bid the Contractor shall verify and document the condition of existing improvements that may be damaged or removed by construction operations.

The Contractor shall repair or replace all existing improvements within the right-of-way (e.g. curbs, sidewalks, driveways, fences, walls, signs, utility installations, pavements, structures, pavement markings and traffic striping, etc.) that are damaged or removed as a result of its operations. Repairs and replacements shall be at least equal to existing improvements, and shall match them in finish and dimension. The Engineer may require replacements to be installed at locations other than the location where the existing improvements were removed.

The Contractor shall immediately notify the Engineer and the Electrical Division at (510) 615-5430 of any damage to any traffic signal, street light equipment or City electrical facilities. City Electrical Division forces shall temporarily repair damage to traffic signal equipment or facilities caused by the Contractor's operations. The Contractor shall coordinate with the Electrical Division to make permanent repairs to traffic signal or street lighting facilities within five (5) days of damage. All repair work will be inspected and shall conform to Electrical Division requirements and details of the Standard Plans. If the Contractor does not proceed with or complete repairs within the allotted time, the Engineer may order the work completed by City forces or by another licensed electrical contractor. Should this occur, the Contractor will be billed for any necessary repair work by others, including administrative costs. Repair costs may be deducted from Contractor's progress payment if not paid within thirty days of billing date.

Trees, lawns, and shrubbery that are not to be removed shall be protected from damage or injury. If damaged or removed because of the Contractor's operations, they shall be restored or replaced in as nearly the original condition and location as is reasonably possible. Lawns shall be replaced with sod, unless otherwise approved by the Engineer.

Unless shown on the plans, no trees shall be removed. Trees, limbs, and roots within the project area that interfere with the Contractor's operations may be trimmed, with authorization from the Engineer. Only a qualified arborist or tree surgeon shall perform tree trimming. Prior to any trimming being performed, the Contractor shall submit to the Engineer, for review, the qualifications of the proposed arborist or tree surgeon. Any tree roots one inch or greater in diameter which have to be removed or are damaged during construction operations shall be saw-cut evenly and shall be treated with a heavy coat of commercially available water base asphalt emulsion sealing compound.

The Contractor shall give reasonable notice to occupants or property owners to permit them to salvage or relocate plants, trees, sprinklers and other improvements within the right-of-way that will be destroyed because of the construction work.

The Contractor shall absorb in the bid all costs for protecting, removing, and restoring existing improvements and other work of this subsection.

7-10 PUBLIC CONVENIENCE AND SAFETY.

CHANGE SUBSECTION 7-10.1 TO READ:

7-10.1 Traffic and Access.

7-10.1.1 General. The Contractor's operations shall cause no unnecessary inconvenience. The public's access rights shall be considered at all times. Unless otherwise authorized, traffic shall be permitted to pass through the work, or an approved detour shall be provided. Construction and repair work within the public right-of-way that affects pedestrian circulation elements, spaces or facilities, shall comply with the following provisions.

Construction sites in or encroaching on the public right-of-way shall be protected with barriers in such a manner to warn and protect pedestrians or vehicles of potential hazards.

Safe and adequate pedestrian walkways shall be maintained at all times as required in the most recent edition of the Work Area Traffic Control Handbook (WATCH book), Part 11. Where a temporary alternative circulation path is provided, it shall comply with Title 24 access requirements for slope and width dimensions. Safe and adequate pedestrian zones and public transportation stops, as well as pedestrian crossings of the work at intervals not exceeding 300 feet shall be maintained unless otherwise directed by the Engineer.

If a particular side of a street has curb ramp access on one or both corners of a block face, wheelchair access to that block shall be maintained at all times unless directed otherwise by the Engineer.

When construction will block a coach stop or require relocation of a bus route, the Contractor shall notify the Engineer and the appropriate Transportation Representative of the affected public transit agency at least 72 hours prior to the blockage or relocation.

Vehicular access to residential driveways shall be maintained to the property line, except when necessary construction precludes such access for reasonable periods of time. If the backfill has been completed to such extent that safe access may be provided, and the street is opened to local traffic, the Contractor shall immediately clear the street and driveways and provide and maintain access.

The Contractor shall cooperate with the various parties involved in mail delivery and garbage collection/removal in order to maintain existing schedules for these services.

Grading operations, roadway excavation and fill construction shall be conducted by the Contractor in a manner to provide a reasonably satisfactory surface for traffic. When rough grading is completed, the roadbed surface shall be brought to a smooth, even condition satisfactory for traffic.

Unless otherwise authorized, work shall be performed in only one half of the roadway at one time. One half shall be kept open and unobstructed until the opposite side is ready for use. If one half a street only is being improved, the other half shall be conditioned and maintained as a detour.

All trench excavations performed in streets open to public traffic must be completely backfilled and paved with temporary or permanent paving at the end of each day's operation, unless otherwise approved by the Engineer. Temporary paving shall be maintained in a safe condition at all times.

Nothing specified herein shall prohibit emergency work and/or repair necessary to insure public health and safety.

7-10.1.2 Restricted Hours of Operation and Streets. The Contractor shall restrict hours of operation according to local traffic patterns as specified by the Engineer and contained in, but not limited to, **Attachment 6 "OPERATION HOURS."** This provision does not preclude or supersede any other code or requirement established or in acted by the City of Oakland or other public agencies that apply and may restrict the hours of operation.

No work shall be undertaken on any street listed in **Attachment 7 "HOLIDAY RESTRICTED STREETS"** shown at the end of this subsection from October 31st to January 2 unless otherwise directed in writing by the Engineer.

A street designated by the Oakland City Council as a "LIMITED OPERATIONS AREA" (see **Attachment 8**) shall have the following additional restrictions, unless specifically waived by the Special Provisions:

- I No work that will interfere with traffic shall be performed in any public street or roadway during the hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. (except Sundays and Holidays).
- II No equipment, construction materials or excavated material that will interfere with traffic shall be stored on any public street or roadway during the hours noted above.
- III All trenches and excavations in any public street or roadway shall be backfilled and opened to traffic, or covered with suitable non-skid securely placed and opened to traffic, at all times except during actual construction operations, or where otherwise permitted in writing by the Engineer.
- IV Each work section of work shall be completed or temporarily paved and open to traffic in not more than five days after commencing work unless otherwise permitted in writing by the City Engineer.

In the event the Contractor cannot maintain the minimum number of unobstructed traffic lanes required or the project impacts traffic beyond the limits of these Provisions, the Contractor shall submit for approval five sets of plans for each proposed detour to the Engineer at least seven calendar days prior to its implementation. This language does not relieve the Contractor of responsibility to maintain traffic as set forth in these specifications and/or the Provisions as directed by the Engineer.

7-10.1.3 Existing Traffic Signals, Street Signs, Regulatory Signs. The Contractor shall properly maintain all existing Agency signs within the work limits and shall not temporarily remove any signs without

the Engineer's prior approval. Any signs removed by the Contractor shall be properly stored and reinstalled as directed by the Engineer prior to the completion of contract work.

All pavement markings removed or damaged by work shall be replaced before allowing any traffic back on the pavement area. If the markings cannot be immediately replaced, temporary markings may be used as directed by the Engineer.

The Contractor shall not proceed with any work requiring traffic signal modifications or shutdown without the Engineer's written approval at least seven calendar days prior to the desired shutdown date.

ADD NEW SUBSECTION TO READ:

7-10.1.4 Vehicular Traffic. The Contractor shall conduct operations in such a manner as to provide public convenience and safety and according to the provisions in this subsection. The provisions shall not be modified or altered without written approval from the Engineer.

Standard traffic control devices shall be placed at the construction zone according to the latest edition of the Work Area Traffic Control Handbook or Caltrans Traffic Manual, Chapter 5 – "Traffic Controls for Construction and Maintenance Work Zone," or as directed by the Engineer.

All trenches and excavations in any public street or roadway shall be back filled and opened to traffic, or covered with suitable steel plates securely placed and opened to traffic at all times except during actual construction operations unless otherwise permitted by the Engineer.

Each section of work shall be completed or temporarily paved and open to traffic in not more than 5 days after commencing work unless otherwise permitted in writing by the Engineer.

Where construction encroaches into the sidewalk area, a minimum of 5 ½ feet of unobstructed sidewalk shall be maintained at all times for pedestrian use. Pedestrian barricades, shelter, and detour signs per Caltrans standards may be required.

The contractor shall conduct its operation in such a manner as to leave the following traffic lanes unobstructed and in a condition satisfactory for vehicular travel during the Obstruction Period. At all times traffic lanes will be restricted and reopened to travel. Emergency access shall be provided at all times.

CHANGE SUBSECTION 7-10.2 TO READ:

7-10.2 Storage of Equipment and Materials in Public Streets. Construction materials may not be stored in streets, roads, or highways for more than five days after unloading. All materials or equipment not installed or used in the construction within five days after unloading shall be stored elsewhere by the Contractor at its expense unless the Engineer authorizes additional storage time.

Construction equipment shall not be stored at the work site before its actual use, nor for more than five days after it is no longer needed on the work. The Engineer may authorize additional storage time when necessary for repair or assembly of equipment.

Excavated material, except that to be used as backfill in the adjacent trench, shall not be stored in private properties, public streets, roads, or highways for any period of time and shall be removed and disposed of immediately from the site. Only Engineer-approved excavated backfill material shall be allowed to be stored. Such material storage at the work site or elsewhere shall only be allowed for a period not exceeding five calendar days after excavation. The storage site shall be subject to the Engineer's approval. After the backfill is placed, all excess material shall be removed from the site and disposed of immediately.

The Contractor shall maintain the flow of any surface runoff waters obstructed by the storage and/or materials stored in public streets in accordance with the above provisions and 7-8.6.

CHANGE SUBSECTION 7-10.3 TO READ:

7-10.3 Street Closures, Detours, Barricades. The Contractor shall comply with all applicable State, County and City requirements for street closures.

The Contractor shall provide barriers, guards, lights, signs, temporary bridges, flag persons and watch persons in order to advise the public of detours and construction hazards. The Contractor shall also be responsible for compliance with additional public safety requirements that may arise during construction. The Contractor shall furnish and install, and upon completion of the work, promptly remove all signs and warning devices.

All material and work related to pedestrian and vehicular traffic control including, but not limited to, the location and size of signs, lighting and lighted traffic control devices shall comply with the "Work Area Traffic Control Handbook, (WATCH book) latest edition, or the California Manual on Uniform Traffic Control Devices, Part 6 – Temporary Traffic Control, latest edition, except as modified by the Engineer.

Temporary construction traffic signs (such as DETOUR, ROAD CLOSED, LOCAL ACCESS ONLY, etc.) installed by the Contractor shall be of commercial quality on metal with reflective paint. The lettering shall be commercially printed, silk-screened or professionally hand-lettered. At the Engineer's request, the Contractor shall remove all temporary signage not meeting the above stated requirements from the site.

During night operations construction barricades, signs, etc. shall be properly illuminated and reflective of

existing light or vehicular light.

The Contractor may place signs prohibiting parking and stopping at those locations approved by the Engineer. Such signs shall be placed, moved and removed at the Engineer's discretion. The Contractor may obtain from the Engineer the required signs for the prohibition of parking and stopping at a cost established by the current Master Fee Schedule.

No work shall be started until necessary signs and barricades are at the job site. A partial or complete street closure by the Contractor without proper detour signing complete in place shall be cause for suspending the work in accordance with 6-3.

The Contractor shall notify Police, Fire, Traffic Engineering departments of jurisdictional agencies involved, and local transit agencies, and comply with their requirements in advance of closing, or partially closing, or of reopening, any street, alley, or other public thoroughfare; and, according to the following:

Oakland Fire Services Agency	2 hours	(510) 238-3331
Oakland Police Services Agency	48 hours	(510) 238-3357
AC Transit	72 hours	(510) 891-4909

When necessary to detour traffic, the Contractor shall, at the direction of the Engineer, remove detour striping in accordance with 300-1.3.3 of these Special Provisions.

ADD NEW SUBSECTION 7-10.3.1 TO READ:

7-10.3.1 UNIFORM SAFETY STANDARDS. The purpose of these standards is to provide for safe work areas and to control pedestrian and vehicular traffic around construction sites after working hours. In each of the cases presented, specific site conditions dictate the amount and type of protective devices to be implemented. All work must comply with WATCH Handbook requirements. The Contractor shall provide detour signage per the WATCH book when applicable.

All provided ramping and detour routes must be constructed of non-slippery materials that provide a secure surface during or after wet weather.

The Contractor shall submit a traffic control plan for all construction at a minimum of 10 working days before construction begins. Contractor shall allow 10 working days for City review and comment of traffic control plan for each submittal. This plan shall show how the Contractor will keep the public out of the excavated area. This plan will also show how pedestrians and vehicles will be routed around the excavated area.

The sheets of the traffic control plan shall display the title, phase identification, name of the firm preparing the plan, name and stamp of the Registered Traffic or Civil Engineer, approval block for City of Oakland, north arrow, sheet number, and number of sheets comprising the traffic control plan. General notes and symbol definitions shall be included when required. Adequate dimensioning shall be provided to all for proper field installation.

The traffic control plan shall be drawn to a 1 inch = 40 feet scale on 11 inches x 17 inches sheets.

The Contractor can construct curb ramps and ancillary work in no more than two corner areas of one intersection at a time. These corners must be diagonal to each other across the intersection so that pedestrians can be safely routed through the intersection. Excavation work must also be in accordance with Oakland Municipal Code Section 12.12.110(a) GENERAL REGULATIONS IN THE PERFORMANCE OF EXCAVATION WORK [OMC Section 12.12.110(a)].

CASE 1: Short-Term Shallow Excavation in Sidewalk Area. Shallow is defined as six inches or less. Short term is defined as 48 hours or less.

1. Place Type I barricades at each end of excavated site. Place Type I barricades at face of curb fronting excavated area.
2. Maintain access to private/business property by ramping at finished grade level.

CASE 2: Long-Term Shallow Excavation in the Sidewalk Area. Long term is defined as greater than 48 hours. Shallow is defined as six inches or less in depth.

1. Span excavated area with plywood sub-flooring (not to exceed six linear feet). Place temporary surfacing (cutback) at point of contact with existing sidewalk and plywood to eliminate tripping hazard.
2. Construct 5' wide walkway in parking lane with barricades per the Watch Book to divert pedestrians around excavated area.
3. Maintain access to private/business property with ramping at finished grade level.

CASE 3: Short-Term Deep Excavation in the Sidewalk Area. Short term is defined as 48 hours or less. Deep is defined as greater than six inches in depth.

1. Span excavated area with plywood sub-flooring (not to exceed six linear feet). Place temporary surfacing (cutback) at point of contact with existing sidewalk and plywood to eliminate tripping hazard.
2. Construct 5' wide walkway in parking lane with barricades per the Watch Book to divert

pedestrians around excavated area.

CASE 4: Long-Term Deep Excavation in the Sidewalk Area. Long term is defined as greater than 48 hours. Deep is defined as greater than six inches in depth.

1. Span excavated area with plywood sub-flooring (not to exceed six linear feet). Place temporary surfacing (cutback) at point of contact with existing sidewalk and plywood to eliminate tripping hazard.
2. Construct 5' wide walkway in parking lane with barricades per the Watch Book to divert pedestrians around excavated area. (OMC Section 12.12.110(a) Article 1, Section 14 of Excavation Regulations).

CASE 5: Shallow Excavation in Street Area. Shallow is three inches or less depth.

1. Close affected lane(s) of vehicular traffic in accordance with WATCH Handbook. Use Type III barricades.
2. Cover excavation with steel plating in accordance with (OMC Section 12.12.110(a) Article 2, Section 13 of Excavation Regulations).

OR

3. Fill excavated area with temporary surfacing in accordance with (OMC Section 12.12.110(a) Article 3, Section 10 of Excavation Regulations).

CASE 6: Deep Excavation in Street Area. Deep is defined as greater than three inches.

1. Close affected lane(s) or vehicular traffic in accordance with WATCH Handbook. Use Type III barricades.
2. Place concrete K Rails around excavated site when excavation is greater than one foot deep, traffic flow is heavy, and excavation activity is continuous.
3. Place Type III barricades around perimeter of excavation in low traffic volume locations.
4. Install steel bridging over excavated area in accordance with OMC Section 12.12.110(a) Article 3, Section 10 of Excavation Regulations.

CASE 7: Special Circumstances such as Excavation in Central Business District or other High Commercial or High Volume Areas. Contractor shall give the inspector a specific proposal to make construction site safe during and after working hours. Contractor should consider using a combination of measures outlined in Cases 1 through 6.

ADD NEW SUBSECTION 7-10.3.2 TO READ:

7-10.3.2 Payment.

The Bid Item "Traffic Control" will be paid as a Lump Sum and shall be full compensation to furnish all labor, materials, tools, equipment, and incidentals for doing all the work involved in work area control, developing and implementing the traffic control plan, and maintaining uniform safety standards, complete in place, in accordance with the Plans, Specifications and Standard Details.

7-10.4 Safety.

7-10.4.1 Safety Orders.

ADD THE FOLLOWING SENTENCE AT THE END OF THE FIRST PARAGRAPH:

The Contractor shall have a Competent Person, as described by CAL/OSHA regulations, present at the worksite at all times during construction.

REPLACE THE SECOND PARAGRAPH WITH THE FOLLOWING:

Before excavating any trench 5 feet or more in depth, the Contractor shall submit a detailed plan to the Engineer showing the design of shoring, bracing, sloping, or other provisions to be made for the workers' protection from the hazard of caving ground during the excavation of such trench. The Contractor shall submit the shoring plan in advance of any excavation. If such plan varies from the shoring system standards established by the Construction Safety Orders for the Division of Industrial Safety of the State of California, the plan shall be prepared by a registered civil or structural engineer licensed to practice in California. The Contractor is responsible for site safety. Nothing in this requirement shall be deemed to allow the use of shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. Nothing in this requirement shall be construed to impose tort liability on the City of Oakland or any of its employees.

ADD THE FOLLOWING NEW PARAGRAPH AFTER THE SECOND PARAGRAPH:

The Contractor shall provide positive ventilation during work in existing sewerage facilities or while making connections to existing sewerage facilities. The Contractor's employees working in said facilities shall be provided with safety lines, harnesses, gas detectors, and other protective equipment as required by OSHA and CAL/OSHA.

7-10.4.3 Special Hazardous Substances and Processes.

ADD THE FOLLOWING TWO PARAGRAPHS TO THE END OF SUBSECTION 7-10.4.3:

Hazard Communication and Material Safety Data Sheets. The Contractor shall provide copies of current Material Safety Data Sheets (MSDS) to the Engineer for all chemical products used, handled, stored or transported to City property or project sites. The Contractor shall provide updated copies of such MSDS to the Engineer within 15 days of the Contractor's receipt of such updated copies.

Asbestos and Lead-Based Paint. The contract documents indicate the locations of any known or presumed asbestos-containing materials and lead-based paint in proposed work areas. Only those Contractors with the required Cal/OSHA training, certification and permits for asbestos abatement and removal and/or lead abatement and removal will be allowed to handle these materials.

7-10.4.4 Confined Spaces.

ADD THE FOLLOWING PARAGRAPH TO THE END OF SUBSECTION 7-10.4.4:

d) Additional City of Oakland Requirements: The following are considered confined spaces for the purposes of 7-10.4: all manholes, lift stations, tanks, vaults, pipelines, some trenches and excavations, or other enclosed or partially enclosed spaces. Contractors are prohibited from entering such confined spaces for any reason and at any time, unless specifically authorized to do so in written contractual agreements. The Contractor is responsible for compliance with Cal/OSHA standards and regulations pertaining to confined space entries. The Contractor shall provide any required air monitoring equipment, safety equipment and emergency rescue devices for confined space entry. Contractors shall ensure that emergency rescue services are provided for their employees who may be involved in confined space entry and that such emergency services comply with applicable Cal/OSHA requirements.

ADD NEW SUBSECTION 7-10.4.5 TO READ:

7-10.4.5 Compliance with Laws. The Contractor will perform the Work and any other obligations under this Agreement in strict compliance with all applicable local, state and Federal laws, codes, standards and regulations.

7-10.4.5 a. Security. The Contractor shall maintain a daily log of all employees and Subcontractors present on-site. This log shall be used in an emergency to identify missing personnel. Contractor employees and Subcontractors must be logged in and out of the site each day.

A visitor is defined as any person not covered by contractual agreements with the City, excluding regulatory inspectors and compliance officers. Visitors may include vendors, tour groups or guests of the City of Oakland or the Contractor. All visitors to City facilities or properties must have prior written authorization from the Engineer. Visitors must be escorted by a Contractor supervisor or manager, or by City of Oakland personnel, at all times while on-site. Visitors are prohibited from contact with hazardous substances or materials on-site and are also prohibited from entering any area of the work site that requires personal protective equipment (PPE), respirators, or specialized safety equipment, medical monitoring or safety training.

Contractors shall immediately notify the Engineer of any other party who requests entry to City facilities or property. This includes requests from county, state or Federal government agencies.

7-10.4.5 b. Supervision. The Contractor will at all times be solely responsible for all means, methods, techniques, sequences and procedures of the Work, and the acts and omissions of all employees, Subcontractors and agents, and all other persons performing any of the Work.

7-10.4.5 c. Employee Training and Qualifications. The Contractor will provide only properly trained and qualified personnel to perform work under this Contractor Agreement. The Contractor will provide only employees who are trained in both general safe work practices and all applicable specific hazards of the Work.

7-10.4.5 d. Environmental, Health and Safety Requirements. The Contractor agrees that Contractor has been retained by the City of Oakland for reasons that include, but are not limited to, the Contractor's expertise with regard to safety and health hazards associated with the work to be performed by Contractor. The Contractor agrees that it has, and will have, sole responsibility for the health, safety, and welfare of its employees, Subcontractors, and agents performing Work under this Agreement. The Contractor has the authority and responsibility to control, and/or correct all hazards associated with the work to be performed by Contractor. If the Contractor becomes aware of a hazard that the Contractor contends was created or caused by the City, the Contractor must notify the City immediately in the case of an imminent hazard, and no later than five working days in all other cases. If the Contractor fails to do so, the Contractor agrees to assume all responsibility to control and/or correct the hazard as if the Contractor were the creator or the cause of the hazard.

1. **Safety Equipment.** Contractors must provide their own first aid supplies and emergency response equipment. The Contractor must certify that at least one employee on each work shift has current

training in emergency first aid and cardiopulmonary resuscitation (CPR). The City does not supply air monitoring or sampling equipment, respiratory protection, personal protective equipment (PPE), fall protection equipment or other safety equipment to persons who are not City of Oakland employees. Contractors are required to provide their own tools and equipment and maintain their own PPE, respiratory protection, breathing air supplies, breathing air distributions systems, fall protection and other safety equipment and supplies.

2. *Lockout/Tagout and Control of Hazardous Energy.* At the pre-construction meeting the Contractor shall provide the Engineer with copies of its lockout and tagout procedures for control of hazardous energy related to City equipment and utilities involved in the Contractor's scope of work. The Contractor shall obtain permission and authorization from the Engineer before placing any lockout or tagout on City of Oakland equipment. Contractor employees must have their own individual locks and tags assigned to each employee for use in locking out and tagging out equipment required for their assigned work tasks, regardless of whether the City of Oakland also applies its own lockouts and tagouts. The Contractors shall ensure that lockout and tagout activities and control of hazardous energy comply with Cal/OSHA standards pertaining to these activities.
3. *Equipment and Utilities.* Contractors are prohibited from starting, stopping, or otherwise accessing or operating City of Oakland owned or leased equipment and utilities, unless specifically authorized to do so in written, contractual documents.

The City of Oakland will provide the Contractor with information, if any is in the City's possession, regarding the location of underground or above ground mechanical, electrical, gas, telephone, sewers, storm drains, water lines and other utilities that may be impacted by the nature of the Work; provided, however, that the City makes no warranty regarding the sufficiency or accuracy of such information. The Contractor will promptly inform the City in writing if the Contractor believes any information provided by the City is inaccurate in any material respect, or if the Contractor encounters unexpected or previously unknown site conditions. The Contractor will become thoroughly familiar with the tolerances, dimensions and location of all such utilities. If necessary, the Contractor will contact representatives of utility companies and public agencies, and review plans and information, if any, provided by such representatives and agencies about the Work site.

The Contractor will be solely responsible for any damage done by Contractor to such utilities during the Work. No repair of such damage will be included in the cost of the Work unless the Contractor could not have located such utilities prior to such damage by conducting the investigation required by this Agreement. In such event, the repair of such damage may be included in the cost of the Work by Change Order, as set forth in this Agreement.

4. *Welding and Other Hot Work.* Contractors are prohibited from welding, burning, cutting, or performing other "hot work" unless specifically authorized to do so in written contractual agreements. All hot work must comply with Cal/OSHA standards for these work activities, including those standards pertaining to hot work permits and safe handling of compressed gases.
5. *Injury and Illness Prevention Plan.* The Contractor shall develop and implement a written Injury and Illness Prevention Plan (IIPP) and Code of Safe Practices that specifically apply to the Contractor's scope of work and anticipated work activities. The IIPP and Code of Safe Practices must comply with Cal/OSHA standards, as applicable. Copies of the IIPP and Code of Safe practices must be provided at the pre-construction meeting..

7-10.4.5 e. Prohibited Acts. Contractor employees and Subcontractors are prohibited from bringing firearms, knives and weapons of any kind into City of Oakland facilities or onto City property, unless specifically authorized to do so in written contractual documents. The Contractor shall remove any person found in unauthorized possession of such devices on City facilities and property.

Threats and acts of violence or vandalism in the workplace are strictly prohibited. This includes, but is not limited to, threats to City personnel or vandalism/property damage to City of Oakland facilities, equipment, supplies or properties.

Contractor and Subcontractors are prohibited from scavenging or otherwise salvaging or removing any City of Oakland equipment, tools, waste materials or other property unless specifically authorized to do so in written contractual agreements.

7-10.4.5 f. Work Site, Material Storage and Disposal. The Contractor will perform the Work without interfering with City of Oakland employees or operations in areas around the Work site. The Contractor shall secure and store all materials and supplies in a safe manner in accordance with local, state and Federal laws, standards and regulations. Contractors will on a daily basis, at their own expense, keep the Work site and areas immediately adjacent thereto in an orderly and neat condition, clean and free from accumulation of waste materials and rubbish. Upon completion or termination of the Work, the Contractor will remove all waste materials, rubbish, temporary structures, tools, equipment and surplus materials from the Work site.

Contractors are prohibited from using or accessing City of Oakland waste disposal systems unless specifically authorized to do so in written contractual documents. Contractors shall provide their own waste

storage and disposal containers, store and dispose of all waste materials in a timely manner and in accordance with local, state and Federal environmental, health and safety laws, standards and regulations.

7-10.4.5 g. Incident Reporting. The Contractor shall immediately notify the Engineer of any occupational injury or illness, employee exposure to hazardous substances, vehicle accidents, property damage, or environmental spills or releases regardless of the severity of such incidents. The Contractor shall provide a written incident report to the Engineer within 24 hours of any such occurrence. The City of Oakland reserves the right to review Contractor incident investigations and/or perform the City's own investigation(s), for the sole purpose of verifying facts and protecting City of Oakland personnel and property.

REPLACE SUBSECTION 7-11 WITH THE FOLLOWING:

7-11 PATENT FEES OR ROYALTIES. The Contractor shall absorb in the Bid all patent fees or royalties on any patented article or process that may be furnished or used in the work.

The Contractor agrees to hold the City harmless from and to indemnify the City against any and all costs, attorneys' fees, and damages arising out of or connected with any claim, demand, action, lawsuit, judicial determination or judgment concerning infringement upon the rights of others, including patent rights, by the use of any article or process which may be furnished or used in the work. In the event of any such infringement claim, the Contractor shall notify the City within ten days of such claim, and keep the City advised of all developments. The Contractor shall comply with all reasonable requests by the City for information and data in defense of such suit. The Contractor shall agree to defend any and all such claims, demands, actions and suits.

In the event that any equipment or process furnished or used in the work is determined by the City or by a Court to infringe upon the rights of a third party, the City shall in addition have the option of:

1. Replacing the equipment with non-infringing equipment;
2. Modifying the equipment or process to the extent required to avoid such infringement;
3. Continuing to use the equipment or process;
4. Receiving as partial compensation the refund of all monies paid to the Contractor.

In the event of replacement or modification, the amounts spent on such replacement or modification shall be charged against and be recoverable from the Contractor. Final payment to the Contractor by the City will not be made while any suit or claim remains unsettled.

The City may itself defend any such claim, demand, action or suit, and settle or take any other action it deems necessary or advisable in connection with any such claim, demand, action or suit.

7-12 ADVERTISING.

ADD NEW SUBSECTION 7-12.1 TO SUBSECTION 7-12:

7-12.1 Contract Information Signs. The Contractor shall supply, erect, and maintain **four** Construction Information Signs and one Barricade Sign per construction location according to the plans and specifications as directed by the Engineer. **Attachment 9** and **Attachment 9A** at the end of these Special Provisions shows the requirements for these signs. Signs not conforming to these requirements will be rejected. These project signs shall be erected at locations as directed and approved by the Engineer prior to beginning construction. These signs shall be relocated, if necessary, as construction proceeds according to the Engineer's direction.

Payment: The unit price bid for each Construction Information Sign with unlimited Barricade Signs shall include full payment for all construction information signs, including material, labor, and incidentals and for relocation and any changes to the signs due to project time extension(s) and printing error.

7-13 LAWS TO BE OBSERVED.

ADD THE FOLLOWING TO THE END OF SUBSECTION 7-13:

Before submitting bids, all Contractors shall be licensed in accordance with the provisions of Chapter 8 of Division III of the Business and Professions Code of the State of California. The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164.)

ADD NEW SUBSECTION 7-15:

7-15 Violations and Fines. Contractor shall be subject to fines for any violations and/or breach of contract provisions such as, but not limited to, improper traffic control, unapproved working hours, violations of BMP's for erosion control and storm drain protection, failure to maintain site cleanliness and dust control, construction safety and environmental health issues, improper construction staging and material storage, etc. Fines shall range from \$250 to \$2,500 per violation per day and will be determined at the sole discretion of the Resident Engineer. All assessed fines shall be deducted from the Contractor's Progress Payments.

All other provisions of the contract plans and specifications are independent of this subsection and remain applicable.

SECTION 9 - MEASUREMENT AND PAYMENT

9-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK.

9-1.1 General.

DELETE THE WORD "pipe" FROM THE 2nd SENTENCE OF THE FIRST PARAGRAPH OF SUBSECTION 9-1.1.

9-3 PAYMENT.

REPLACE SUBSECTION 9-3.2 WITH THE FOLLOWING:

9-3.2 Partial and Final Payment. The Engineer will, after award of contract, establish a monthly closure date for the purpose of making monthly progress payments. The Contractor may request in writing that such monthly closure date be changed. The Engineer may approve this request if it is compatible with the Agency's payment procedures.

Each month, the Engineer will make an approximate measurement of the work performed up to the closure date and as a basis for making monthly payments, estimate its value based on the contract unit prices or as provided for in 9-2. No such monthly estimate or payment shall be required to be made when, in the Engineer's judgment, the work is not proceeding in accordance with the contract provisions, or when the total value of the work done by the Contractor since the last monthly estimate amounts to less than One Thousand Dollars (\$1,000).

When the work has been satisfactorily completed, the Engineer will determine the quantity of work performed and prepare the final estimate.

From each progress estimate, five percent (5%) will be deducted and retained by the Agency, and the remainder less the amount of all previous payment will be paid to the Contractor.

As provided for in Section 4590 of the California Government Code and Section 10263 of the California Public Contract Code, the Contractor may substitute securities for any monies withheld by the City to ensure contract performance. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a State or federally chartered bank as the escrow agent, who shall pay such moneys to the Contractor upon satisfactory contract completion. Securities eligible for investment under this subsection shall include those listed in Section 16430 of the Government Code, or bank or savings and loan certificates of deposit.

The Contractor shall be the beneficial owner of any securities substituted for moneys by the City. These securities shall contain, as a minimum, the following provisions:

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

The City shall value any Contractor-deposited securities. The City's decision on the securities value shall be final.

No progress payment made to the Contractor or its sureties will constitute a waiver of the liquidated damages under 6-9.

9-3.2.1 Subcontractor Release of Retention. A Local Business Enterprise (LBE) Subcontractor may request full release of their portion of the General Contractor's retention held by the City of Oakland upon completion and tentative approval of all the LBE Subcontractor's work on the project. This provision shall be contingent upon the following conditions:

1. Payment and Performance Bonds remain in full force until completion and acceptance of the project as defined by the Standard Specifications for Public Works Construction and Special Provisions.
2. The LBE Subcontractor's work must be complete and conditionally approved by the Engineer. The LBE Subcontractor's work is deemed complete and approved if:
 - a. The General Contractor was allowed to advance the project beyond the LBE Subcontractor's work. For example, advancing from grading to paving or from asbestos abatement to painting and;
 - b. The LBE Subcontractor has complied with all provisions in the City of Oakland and Redevelopment Agency Small Local Business Enterprise Program, and the City of Oakland and Redevelopment Agency Local Employment Program for Public Works Contracts.
 - c. All work, including punch list work, is in full compliance with all applicable codes, contract plans and contract specifications.

3. Completion and conditional approval for purposes of this provision shall not signify acceptance of the work by the City of Oakland. The LBE Subcontractor's work shall continue to be subject to contract provisions covering warranty, and incomplete or defective work.
4. Release of any portion of the General Contractor's retention shall not constitute a release of any contract provisions governing the work.

To initiate the release of their retention, the LBE Subcontractor shall apply by letter to the General Contractor. The letter must include:

- A statement certifying that the LBE Subcontractor's work is complete and complies with all applicable codes, contract plans and contract specifications.
- The dollar value and the scope of work of the LBE Subcontractor's contract with the General Contractor.
- The dollar value of the LBE Subcontractor's retention held by the General Contractor.
- A payment summary indicating that full payment, except the City's retained amount, has been made to each of the LBE Subcontractor's subcontractors and suppliers. After the General Contractor verifies and certifies the above items, the General Contractor shall make a request to the City of Oakland to release a portion of the General Contractor's retention, as stated in 9-3.2 of the Standard Specifications for Public Works Construction, equal to the dollar value of the LBE Subcontractor's retained amount. Upon the City of Oakland's approval of this request, the retention will be released in the next scheduled progress payment. The General Contractor shall have three (3) business days after receipt to forward these funds to the LBE Subcontractor.

9-3.2.2 Subcontractor/Subconsultant/Supplier Payment Certification. The Contractor shall certify in writing that all subcontractors/ subconsultants/ suppliers have been paid for work and materials from previous progress payments received (less any retention) by the Contractor prior to receipt of any further progress payments. In the event the Contractor is unable to pay a subcontractor/sub-consultant/supplier until they receive a progress payment from the City, the Contractor shall pay all subcontractors/ subconsultants/ suppliers funds due from said progress payments within forty-eight hours of receipt of payment from the City. During and upon completion of the contract, the City may request monthly documentation to certify payment to subcontractors/ subconsultant/ suppliers. The City reserves the right to issue joint checks payable to both the Contractor and the subcontractor/ subconsultant/ supplier to insure proper payment. This provision in no way creates any contractual relationship between any subcontractor/ subconsultant/ supplier and the City or any liability on the City for the Contractor's failure to make timely payment to the subcontractor/ subconsultant/supplier.

In order for the City of Oakland to verify that all subcontractors, equipment owners and suppliers have been paid for work and materials from previous progress payments received, it will be necessary for the Contractor to fill out the monthly progress payment for Subcontractors, Equipment Owner Operators & Suppliers Form. This form must be attached to the Contractor's monthly request for payment invoice. Failure to do so will delay the progress payment to the Contractor. One copy of the form must also be sent to the City Administrator's Office, Contracts and Compliance Unit, Contract Compliance Division, Oakland, CA 94612. Telephone (510) 238-2970. These forms are available at the Contract Compliance Office.

The Engineer is authorized to withhold an amount from progress and final payments from Contractors who do not submit certified payroll reports for themselves or their subcontractors or are in non-compliance with the City of Oakland and Redevelopment Agency's Local Construction Employment Program and Resolution No. 57103 C.M.S. governing the payment of prevailing wages. The Contract Compliance Officer shall determine the withholding amounts.

9-3.2.3 Submittal of Certified Payrolls. It is required that contractors and their subcontractors submit weekly certified electronic payroll reports for all crafts covered under the contract provisions within five working days of the end of the payroll period. For tracking purposes the certified payroll records shall show the ethnic and gender breakdown of the workforce. The Contractor's failure to submit the required information may result in a monetary penalty in an amount not to exceed \$1,000 or one percent (1%) of the amount of the contract, whichever is less, for each working day of non-compliance, regardless of the number of separate acts of non-compliance by the contractor or subcontractor existing on a particular day.

As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, the contractor shall have provided to the City, along with its request for payment, all applicable and necessary certified payrolls and other required documents for the time period covering such payment request. The City shall withhold any portion of a payment, including the entire payment amount, until certified payroll forms and other required LCP documents are properly submitted. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., or wage violations are identified by the City, the City will continue to hold sufficient funds to cover estimated wages and penalties under the contract.

9-3.2.4 Required Job Site Waste Reduction and Recycling Summary Report Form. The Contractor shall submit the proper form referenced in Subsection 4-1.1.3 Required Construction and Demolition Waste Reduction and Recycling. Failure to provide this report within 5 days of contract completion will result in withholding up to 5% of the contract amount to the Contractor.

9-3.2.5 Prompt Payment Transmittal Form. The Contractor shall provide a completed Prompt Payment Transmittal form with each payment request. A copy of this form is included in the Department of Contracting and Purchasing website under the heading "Forms and Schedules" <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>.

REPLACE SUBSECTION 9-3.3 WITH THE FOLLOWING:

9-3.3 Delivered Materials. In determining the amounts of a progress payment, the City may consider the invoiced value of acceptable materials delivered on the site or furnished and stored off the site, if such storage is within a 25-mile radius of the Oakland City Hall, Oakland, California, except for plant (nursery) material, for which said radius shall be 40 miles. In either case, the Contractor shall furnish evidence satisfactory to the City: (1) of the value of such materials; and (2) that such materials are under the exclusive control of the Contractor and have been paid for. Only materials to be incorporated in the project will be considered for purposes of partial payment. Partial payment shall not be construed as acceptance of such materials, nor relieve the Contractor from sole responsibility for the care and protection of such materials, nor relieve the Contractor from risk of loss to such materials from any cause including, but not limited to, theft, casualty, act of God, vandalism or levy by creditors, nor as a waiver of the right of the City to require fulfillment of all terms of the contract.

The Contractor shall submit, upon demand, invoices, bills of lading and other documentary evidence regarding material involved in progress payments, indicating thereon that such material is specifically assigned to this work, and shall submit documentary evidence of acceptable fire and extended coverage insurance for such material or acceptable certification that material is in storage in a bonded warehouse or at the approved site.

Payment will not be made for materials wasted or disposed of in a manner not called for under the Contract. This includes all rejected material either unloaded, or not unloaded, from vehicles. No compensation will be allowed for disposing of rejected or excess material.

All material covered by partial payment made shall thereupon become the sole property of the City, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the proper storage, transportation, care, maintenance and protection of materials upon which payments have been made or the restoration of any damaged material, or as a waiver of the City's right to require the fulfillment of all contract terms.

9-3.4 MOBILIZATION.

REPLACE SECTION WITH THE FOLLOWING :

The work under this Bid Item consists of preparatory work including, but not limited to, work necessary for the mobilizing and furnishing at the site, equipment, materials, supplies and incidentals; for the establishment of all offices, buildings and other temporary facilities necessary for work on the project; cost for pre-paid bonds and insurances; and for all other work and operations which must be performed or costs incurred to begin work on the various Bid Items at the project site. Compensation for mobilization includes, but is not limited to, the following principal items:

1. Moving onto the site of all Contractor's equipment required for operations.
2. Installing temporary construction power and wiring.
3. Developing and installing construction water supply.
4. Providing all on-site communication facilities, including telephones.
5. Providing on-site sanitary facilities and potable water facilities
6. Arranging for and erection of Contractor's work and storage yard(s).
7. Obtaining and paying for all required bonds and insurances including the bond required by Article 2.4 of the Public Works Code.
8. Obtaining and paying for all permits required to perform work in each jurisdiction.
9. Posting all OSHA-required notices and establishing safety programs.
10. Having the Contractor's superintendent at the job site full time, whenever construction is in progress.
11. Submitting preconstruction submittals

Contractor is alerted to the condition that the maximum amount to be listed for mobilization work of this Section under the Bid Item – "Mobilization" shall not exceed three percent (3%) of the appropriate bid price sub-total, excluding the Mobilization bid item itself.

The Bid Item "Mobilization" will be paid as a Lump Sum over the course of the project based on percent completion of the work.

% Bid Item Mobilization Payment	% Project Completion
25%	2%
50%	5%
75%	10%
100%	20%

Any extension of the contract time that may be granted will not of itself constitute grounds for a claim for additional payment under the Bid Item "Mobilization."

ADD THE FOLLOWING SUBSECTION:

9-4 AS-BUILT DRAWINGS. The Contractor shall provide and keep up-to-date a complete "as-built" record set of paper prints that shall be corrected daily and shall show every change, in accordance to Section 6-8, from the original contract Drawings and Specifications and the exact "as-built" locations, kinds and sizes of material and equipment. This set of prints shall be kept on the job site and shall be used only as a record set.

Final As-Built Drawings: On completion of the work, the Contractor shall provide the final, complete, marked up set of as-built drawings to the Resident Engineer within 10 days of construction acceptance. If it is determined that the as-built drawings are not complete, the City may withhold final payment until the acceptance of the final as-built drawings by the Resident Engineer.

The City will inspect "as-built" Drawings at the time of the monthly payment review. If it is determined that "as-built" Drawings are not properly maintained, the City may withhold 5% of the contract price from the Contractor, in addition to any other withheld amounts.

Oakland Tribune

c/o Bay Area News Group-East Bay
7877 Oakport St., #950
Oakland, CA 94621
Legal Advertising
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PROOF OF PUBLICATION

FILE NO. 2696977

In the matter of

Oakland Tribune

The Oakland Tribune

I am a citizen of the United States; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the Legal Advertising Clerk of the printer and publisher of The Oakland Tribune, a newspaper published in the English language in the City of Oakland, County of Alameda, State of California.

I declare that The Oakland Tribune is a newspaper of general circulation as defined by the laws of the State of California as determined by this court's order, dated December 6, 1951, in the action entitled In the Matter of the Ascertainment and Establishment of the Standing of The Oakland Tribune as a Newspaper of General Circulation, Case Number 237798. Said order states that "The Oakland Tribune is a newspaper of general circulation within the City of Oakland, and the County of Alameda, and the State of California, within the meaning and intent of Chapter 1, Division 7, Title 1 [§§ 6000 et seq.], of the Government Code of the State of California." Said order has not been revoked, vacated, or set aside.

I declare that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

12/16/2014

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated: December 16, 2014



Public Notice Advertising Clerk

Legal No.

0005369513

CITY OF OAKLAND, CA Public Works Department Notice TO BIDDERS Project No. C46460 LATHAM SQUARE STREETSCAPE IMPROVEMENTS

Description:
The proposed work consists, in general, of streetscape improvements, plaza improvements, and roadway realignment of the area around the Latham Square plaza in downtown Oakland, California. The Project area consists of Telegraph Avenue from Broadway to 17th Street, Broadway from 14th Street to 17th Street, and 16th Street from Telegraph Avenue to San Pablo Avenue. The project location is unique in that it is in downtown Oakland in a heavily traveled corridor, there are basements adjacent to the project site and under sidewalks within the right-of-way, and there are historic landmarks adjacent to and within the project area. The project includes typical streetscape improvements in addition to specialty plaza paving, bioinfiltration areas (rain gardens), fountain mechanical system, and historical fountain conservation and restoration.

License Required: A Local Business Requirement: Bidders must comply with the Alameda County Transportation Commission's (ACTC) Local Business Contract Equity Program. The participation goal is 60% for local business enterprises which includes a participation goal of 20% for small local business enterprises of total contract amount. OR Bidders must meet applicable good faith efforts criteria. The City of Oakland's Local Employment Program and 15% Apprenticeship programs apply.

Self-Performance: 50% minimum
Engineer's Estimate: \$2,950,000

Bidder's 10% Bid Security: 100% Payment and Performance Bonds
Contract Days: 180 calendar days

Liquidated Damages: \$5,500 per calendar day

Pre-Bid Meeting: (Voluntary)

10:30 AM, January 6, 2015, in Broadway Conference Room, 4th Floor, 250 Frank H. Ogawa Plaza, Oakland, CA 94612. Please note that the City has elected to implement an Owner-Controlled Insurance Program (OCIP) for this project. Contractors are encouraged to attend to learn about this NEW program, as well as the ACTC Local Business requirements.

Deadline for Questions: 2:00 PM, January 12, 2015 by email to the Project Manager. It is the Contractor's responsibility to ensure that the email is received by the Project Manager.

Bid Deadline: 2:00 PM, January 22, 2015. Bids not received by the City

will be received by the Office of the City Clerk, 1 Frank H. Ogawa Plaza, Room #101, Oakland, CA 94612 by the deadline will be returned unopened.

Contact Information:
Project Manager: Nick Cartagena, P.E. at 510-238-2139, ncartagena@oaklandnet.com
Contract Services: Calvin Hao at 510-238-7395, chao@oaklandnet.com

City Contract Compliance Officer: Sophany Hang at 510-238-3723, shang@oaklandnet.com
Bid Documents: Bid documents and Addenda are available digitally only and provided free of charge through two websites listed below. Separate Plan Holder lists are maintained by each site. Bid Results and Subcontractor Listings are posted only to CIPList.com.

Supplier: Email isupplier@oaklandnet.com with any questions.

<http://www2.oaklandnet.com/Government/0/CP/s/Contracting/Purchasing/Opportunities/index.htm>

<http://ciplist.com/plans/Oakland/city/9392>

Important Disclaimer and AS 2036 Compliance: It is the responsibility of each prospective bidder to download and print all bid documents, including any addenda, and to verify the completeness of their printed bid documents before submitting a bid. The City does not warrant, represent, or guarantee the accuracy or completeness of any bid documents and/or information retrieved from other sources. The City is not responsible for any loss or damage including, but not limited to, time, money, or goodwill arising from errors, inaccuracies or omissions in any bid documents and/or information obtained from other sources. It is each prospective bidder's responsibility to check these sites through to the close of bids for any applicable addenda or updates.

LaTonda Simmons, City Clerk and Clerk of the City Council
(Publication dates: December 16, 2014)

12/16/14
CNS-2696977E
THE OAKLAND TRIBUNE

OT 5369513
Dec. 16, 2014

