

CITY OF OAKLAND

Sabrina B. Landreth, City Administrator

Project Documents
for

Citywide Preventive Maintenance Resurfacing

City Project No. C427720

Funded by:
Measure BB

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.

Oakland Public Works Department
Bureau of Engineering and Construction
250 Frank H. Ogawa Plaza, Suite 4314, Oakland, CA 94612
Telephone: (510) 238-6601
City Project Manager: Gus Amirzehni, P.E.

Approved:

Michael Neary, P.E.
Assistant Director
Bureau of Engineering and Construction
Jan 2016

Project Documents
for

Citywide Preventive Maintenance Resurfacing

City Project No. C427720

Project Documents assembled by:

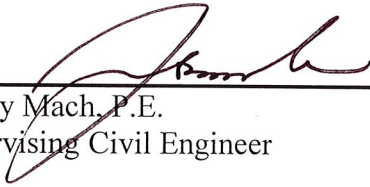


01/05/16

Mastewal Cherinet, P.E.
Project Manager

Date

Approved by:



1/05/16

Jimmy Mach, P.E.
Supervising Civil Engineer

Date



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SECTION A

Project Information

CITY OF OAKLAND, CA
PUBLIC WORKS DEPARTMENT

NOTICE TO BIDDERS

Project No. C427720

Citywide Preventive Maintenance Resurfacing

The proposed work consists, in general, of the construction of cold planing; 4" full width milling, hot mix asphalt (Bonded Wearing Coarse Gap-Graded); asphaltic emulsion membrane (Bonded Wearing Course); asphalt concrete base repair; asphalt concrete overlay; concrete sidewalk; thermoplastic traffic striping and pavement markings; pavement markers; and other work specifically shown on the plans or included in the Special Provisions.

Pre-Bid Meeting: (Voluntary But Highly Recommended)

May 19, 2016 at 1:00 PM, in Broadway Conference Room, 4th Floor, 250 Frank H. Ogawa Plaza, Oakland, CA 94612.

Questions Due: May 25, 2016 by 2:00 PM by email to the Project Manager. It is the Contractor's responsibility to ensure that the email is received by the Project Manager. Responses to written questions will be issued by addendum no later than May 27, 2016 by 2:00 PM.

Bid Deadline: June 2, 2016 by 2:00 PM. Bids not 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.

Engineer's Estimate: Base Bid (basis of award) \$2,761,992.00

License Required: A

Contract Days: 120 working days

Liquidated Damages: \$1,000 per calendar day

Bonds: 10% Bid Security; 100% Payment and Performance Bonds

Certified Local Business Requirement: 50% minimum (excluding Specialty Items, if any). Prime contractors are advised to verify the certification status of any subcontractors prior to submittal.

Local Trucking Requirement: Yes

Self-Performance: 50% minimum, excluding Specialty Items, per Greenbook Section 2-3.2. Refer to Bid Schedule for Specialty Items, if any.

Contact Information:

Project Manager: Mastewal Cherinet at 510-238-4981, mcherinet@oaklandnet.com

Contract Services: Calvin Hao at 510-238-7395, chao@oaklandnet.com

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.

1. iSupplier: Email iSupplier@oaklandnet.com for assistance.

<http://www2.oaklandnet.com/Government/o/CP/s/ContractingPurchasingOpportunities/index.htm>

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

SB 854 changes the law governing compliance with prevailing wages and implements a mandatory contractor registration program applicable to ALL contractors and subcontractors.

1. No contractor or subcontractor, including truckers, may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
2. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
3. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
4. The prime contractor must post job site notices prescribed by regulation. (See 8 Calif. Code Reg. §16451(d) for the notice that previously was required for projects monitored by DIR's Compliance Monitoring Unit.)
5. <http://www.dir.ca.gov/public-works/SB854.html> for more information about SB 854.

Disclaimer and AB 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

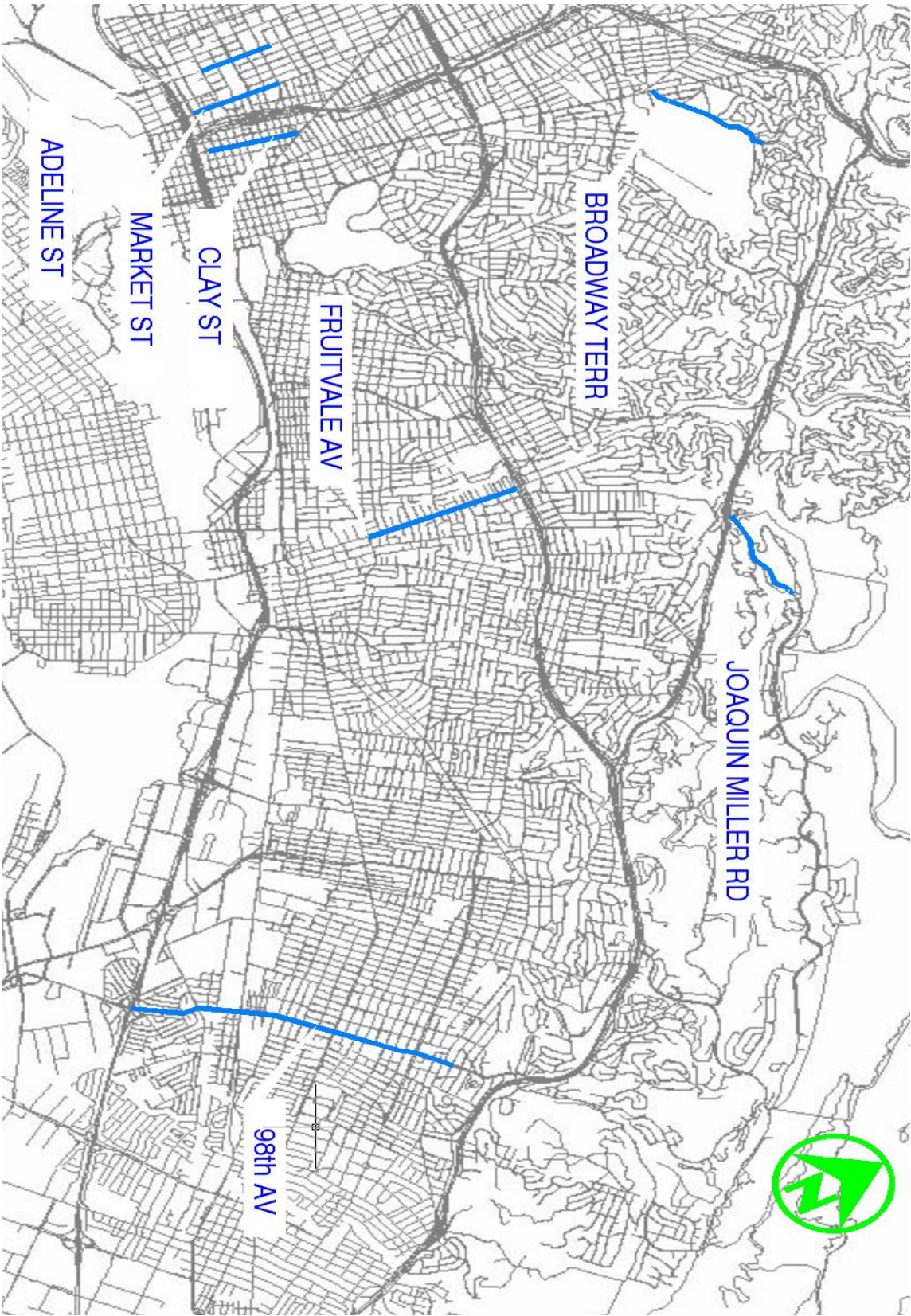
Publication date: May 13, 2016

PROJECT SCOPE OF WORK

The proposed work consists, in general, of the construction of 45,816 SY of cold planing; 3059 SY of 4" full width milling, 6,765 Ton of hot mix asphalt (Bonded Wearing Coarse Gap- Graded), 138 Ton of asphaltic emulsion membrane (Bonded Wearing Course) ,616 Ton of asphalt concrete base repair, 764 Ton of asphalt concrete overlay ,2754 SF of concrete sidewalk,107,382 LF of thermoplastic traffic Striping, 3000 pavement markers, 36,439 SF of thermoplastic pavement markings, and other work specifically shown on the plans or included in the Special Provisions.

Street Location	From	To
98 th Ave.	Highway 880 on ramp	Thermal St.
Broadway Terrace	Broadway	Harbord Drive
<i>Adeline St</i>	<i>10th St</i>	<i>19th St</i>
<i>Fruitvale Ave.</i>	<i>Foothill Blvd</i>	<i>Harold St</i>
Market St	7 th St	18 th St
Joaquin Miller Rd	Monterey Blvd	Sanborn Dr
Clay St	7 th St	18 th St

PROJECT AREA MAP



BID INSTRUCTIONS

Please read these instructions carefully.

1. **Pre-Bid Meeting Information**

The pre-bid meeting attendance requirement is stated in the *Notice To Bidders* (NTB) of the project specifications and the legal ad in the Oakland Tribune newspaper. **Prime Bidders who fail to attend a MANDATORY pre-bid meeting are disqualified from submitting a bid.** Topics discussed at the meeting include, but are not limited to, general project information, compliance requirements for programs such as the City's Local/Small Local Business Enterprise Program, Disadvantaged Business Enterprise provisions, or supplemental HUD funding provisions, the Local Employment Program, the Oakland Apprenticeship Workforce Development Partnership System, Prompt Payment Ordinance, Owner Controlled Insurance Program (OCIP), minimum wage ordinance, living wage ordinance and prevailing wages.

2. **Bid Documents and Addenda**

Bid documents and **Addenda** are available in digital format only and provided free of charge through two websites listed below. Hard copies are NOT available for purchase from the City. Courtesy notifications of newly advertised contracting opportunities with the Oakland Public Works Department are emailed only to vendors properly registered with either portal listed below.

a. **iSupplier System (City's official site):**

<http://www2.oaklandnet.com/Government/o/CP/s/ContractingPurchasingOpportunities/index.htm>

Registration in iSupplier, the City's payment and procurement system, is required in order to receive a contract, payments and notifications of contracting opportunities. New registrants can email iSupplier@oaklandnet.com for registration instructions. Allow three working days for approval to access bid documents through iSupplier. Without proper registration, your firm may not be receiving notifications from iSupplier regarding contracting opportunities. We recommend updating your firm's primary email contact regularly and confirming the "Products and Services" section of your profile is correctly filled out. For further information, refer to the following link for detailed iSupplier registration instructions.

<http://www2.oaklandnet.com/oakca1/groups/contracting/documents/webcontent/oak039337.pdf>

The iSupplier system assigns a unique "Request for Quotation" tracking/reference number and a three page introductory document to each contracting opportunity (construction bid or RFP). These front-end documents are for reference only and need not be submitted at any time. CIPLIST.com does not assign any such tracking number and as such, bid or proposal documents downloaded from CIPLIST.com will not include this iSupplier document.

b. **CIPLIST.com (an alternate third-party site)**

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

New registrants can register independently on the site for immediate access.

- c. Separate **Plan Holder lists** are maintained by each site. **Bid Results** and **Subcontractor Listings (Schedule R)** are posted only to CIPList.com.

3. Bid Submittal Requirements

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 NTB. Bidders are required to fully complete all forms in Section B and submit all information requested including, but not limited to, license information, pricing, materials, labor, certifications, and signatures. Omissions and other failures to provide such information, certifications or signatures will result in a determination of "nonresponsive" with no further consideration of the bid.

Refer to Section B in the Table of Contents for a listing of documents required with the bid.

4. Bid Schedules

- a. Bids are required for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item and shall be full compensation, including all applicable taxes, for furnishing all labor, materials, water, tools, and equipment and for doing all the work involved in furnishing and installing the separate items in place as specified herein.
- b. In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (i) or (ii), as follows:
 - i. If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
 - ii. (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage-wise the unit price or item total in the City's Final Estimate of cost.
- c. If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

- d. Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.
- e. The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the City, and that discretion will be exercised in the manner deemed by the City to best protect the public interest in the prompt and economical completion of the work. The decision of the City respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

5. **Bid Alternates**

Whenever Bid Alternates are included in a bid, the Notice to Bidders shall specify which of the following methods will be used to determine the lowest bid. If no method is identified in the NTB, only method "a." may be used. (ref. Public Contract Code §20103.8)

- a. The lowest base bid price, without consideration of any alternates;
- b. The lowest base bid price, plus selected Bid Alternates specifically identified in the NTB as being used for the purpose of determining the lowest bid price;
- c. The lowest base bid price, plus selected Bid Alternates, that when taken in the order from a specifically identified list of those items in the NTB and added to, or subtracted from, the base bid, are less than or equal to a funding amount publicly disclosed by the City before the first bid is opened.

The City is not precluded from adding to or deducting from the contract any of the alternate bid items after the lowest responsible bidder has been determined.

6. **Self-Performance**

If the NTB indicates a **Self-Performance** requirement for this project, the values provided in Schedule R will be used in the calculation. The following calculation will be used to determine compliance. (Special Provisions Section 2-3.2)

$$\text{Self-Performance \%} = \frac{(\text{Contract Price} - \text{Total Subcontracted Cost})}{\text{Contract Price}}$$

- **Contract Price** is defined as the total Base Bid Price, plus any selected bid alternates.
- **Total Subcontracted Cost** includes all subcontractor bids for the Base Bid and any selected bid alternates, excluding any Specialty Items. This cost excludes the

prime bidder's supplier costs and trucking bids.

7. Bid Security

As per Section 2-1.5 of the Special Provisions, 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.

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.

8. Addenda Acknowledgement

Failure of bidder to acknowledge all addenda on the bid form, if any are issued, will result in the bid being deemed nonresponsive.

9. Bid Rejection

The City reserves the right, in their sole discretion, to reject any and all bids, to elect not to award a contract under this NTB, to revise and re-issue plans and specifications in a new call for bids, or to award a contract on the open market if no valid bids are received in response to this NTB. The foregoing options are separate and distinct and may be exercised by the City independently.

10. Bid Withdrawal

Certain mistakes permit bidders to withdraw their bids without forfeiting their bid bonds. Bidders claiming mistakes must specify in written detail how the errors occurred and must file their written statement with the Office of the City Clerk within **five (5) working days** of the bid opening. For bids opened between 2:00-3:00 p.m. on Thursdays, the deadline is 3:00 p.m. the following Thursday. Failure to meet the deadline may result in an otherwise valid claim for relief due to mistake being denied. (ref. Public Contract Code §5100-5110)

A bidder that has withdrawn its bid for mistake is prohibited from participating in further bidding on the project, including re-bids or a substantially similar project.

11. Bid Protest

As per Special Provisions Section 2-1.8.1, any bidder or other interested party desiring to protest any bid must file a written bid protest with the Office of the City Clerk within **five (5) working days** of the bid opening. For bids opened between 2:00-3:00 p.m. on Thursdays, the Bid Protest Deadline is 3:00 p.m. the following Thursday. The written bid protest must comply with the following requirements:

- a. Only a bidder who has actually submitted a bid for the subject project is eligible to submit a protest against another bidder. Subcontractors are not eligible to submit protests. A bidder may not rely on the protest submitted by another bidder, but must timely pursue its own protest.
- b. The protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion(s) of the Contract Documents upon which the protest is based. The protest must contain the project number and project name. The protest must contain the name, address and telephone number of the person representing the protesting bidder.
- c. A copy of the protest and all supporting documents must also be transmitted by fax or email, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
- d. The protested bidder(s) may submit a written response to the protest, provided the response is received by the City before 5:00 p.m. within two (2) working days after the Bid Protest Deadline or after receipt of the bid protest, whichever is sooner ("Response Deadline"). The response must include all supporting documentation and the name, address and telephone number of the person representing the protested bidder. Material submitted after the Response Deadline will not be considered.
- e. A copy of the protest response and all supporting documents must also be transmitted by fax or email, by or before the Response Deadline, to the protesting bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
- f. The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.
- g. In all cases, the first level of review of any protest shall be conducted by OPW Contract Services department which shall, within 48 hours of receiving a protest from the City Clerk's office, will acknowledge receipt of protest in writing to the

protesting bidder. As appropriate, the City Clerk, the Project Manager, the Contract Compliance Officer, and/or the City Attorney will be consulted to resolve the protest.

- h. The City shall make their best effort to resolve the protest within twenty-five (25) working days after the protest is filed. A written determination of the protest will be issued to the protesting bidder by the OPW Contract Services department on behalf of the City.
- i. The City may not award the contract pending the City's determination of the protest unless the contract award is justified for urgent and compelling reasons or is determined to be in the best interest of the City. Such justification or determination shall be approved by the Director of the Public Works Department, or the designee.

12. Award of Contract

The contract award, if made, will be by the City Council and will be to the lowest responsive and responsible bidder, and when applicable, taking into account bid discounts awarded under the City's L/SLBE program on non-federal projects. If the contract award by Council 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 from opening of bids, the contractor has the option to notify the City in writing to withdraw their bid within 5 working days from the date of contract award by Council. Otherwise, the contractor must hold the bid price.

13. Contract Execution

The contract shall be signed by the successful bidder and returned together with the supporting certifications, contract bonds and appropriate insurance documents within 20 working days after receipt of such contract. If the bidder fails or refuses to enter into the contract to do the work, or fails to provide the signed contract, supporting certifications, contract bonds or appropriate insurance documents, then the bid security shall be forfeited as liquidated damages, and/or a fine of \$1000 per day shall be collected by the City and paid into the City Treasury. Under no circumstances shall it be returned to the defaulting bidder.

14. Sample Construction Contract for Public Works Construction

Contractors are advised to familiarize themselves with the contract boilerplate included in Section C. The City is not inclined to make any changes to the contract language. The bid documents and any addenda will be incorporated by reference into the contract to the awarded contractor.

15. Performance and Payment Bonds

Performance and Payment bonds for 100% of the contract price will be required during the contract execution process in accordance with Section 2-4 of the Special Provisions. Sample bond forms are included with the sample construction contract in Section C.

16. Insurance Requirements

The contractor will be required to provide proof of all insurance required for the work prior to execution of the contract. Refer to *Schedule Q*, Attachment 13A of the Special Provisions. In general, Section 1.0 of Schedule Q describes the required coverage for projects covered by the Owner-Controlled Insurance Program (OCIP), and Section 2.0 describes required coverage for non-OCIP projects.

17. Bid Instructions for OCIP-covered Projects

With few exceptions, the OCIP will be provided on all construction projects. **Each bidder is required to exclude from the bid price its normal cost for the insurance coverages provided by the OCIP.** The OCIP will provide the following insurance for all contractors enrolled the program, regardless of tier:

- Commercial General Liability
- Workers' Compensation/Employers Liability
- Excess Liability

The "Cost of OCIP Coverages" is defined as the amount of Contractors' reduction in insurance costs due to eligibility for OCIP Coverages. The Cost of OCIP Coverages includes reduction in insurance premiums, related taxes and assessments, markup on the insurance premiums and losses retained through the use of the self-funded program, self-insured retention, or deductible program. The Cost of OCIP Coverages must include expected losses within any retained risk. Contractor must deduct the Cost of OCIP Coverages for all lower tier subcontractors, in addition to its own Cost of OCIP Coverages.

Enrollment into the OCIP is required for all eligible contractors but is not automatic. Upon award of a contract, the Contractor will receive access to the OCIP Administrator's website, for online data submission. The Contractor must complete the enrollment forms and participate in the enrollment process for OCIP coverage to apply. The Contractor shall submit their Insurance Cost Worksheet to the OCIP Administrator, including copies of their Workers' Compensation, General Liability and Excess Umbrella rate and declaration pages. They must include any deductible or Self-Insured Retention (SIR) amounts for Costs of OCIP Coverage verification purposes. Up to five years of loss runs may also be required when a large deductible program is in place with the Contractor.

The City reserves the right to a deductive change order if it discovers at any time that a Contractor of any tier has included the cost of any insurance provided by the City in its bid price, time and material rates, change order or unit prices.

Certain **contractors may be ineligible** for the OCIP. A bidder with an **experience modification rate (EMR) of 1.5 or greater at the time of bid is ineligible** to participate in the OCIP and will have its Bid Alternate No. 1 "Cost of Insurance" automatically added to its base bid amount. This new total will be compared to base bid amounts of bidders having EMRs of less than 1.5 for the purpose of determining the lowest apparent bidder.

If a bidder with an EMR of 1.5 or greater is awarded the contract, the contractor shall comply with all insurance requirements of Section 2.0 for “Contractors Ineligible for OCIP” as described in Schedule Q. Subcontractors of all tiers with EMR’s 1.5 or greater at the time of enrollment into the OCIP program will also be deemed ineligible for participation in the OCIP.

An awarded contractor deemed ineligible for OCIP participation (whether for an EMR of 1.5 or greater, or due to excluded project types) will be required to validate the Bid Alternate No. 1 “Cost of Insurance” by providing the City with the following documentation following the notice of potential award: OCIP Insurance Cost Worksheet (Form B) and insurance policy rating pages for Workers Compensation, General Liability, and Excess Liability that substantiate and validate the rates and costs identified within both the add / alternate cost of insurance and Insurance Cost Worksheet.

Certain **trades are ineligible** for the OCIP, regardless of the eligibility of the overall project and are required to maintain their own insurance. They include:

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

Certain **projects are ineligible** for the OCIP. They include:

- Residential buildings and residential projects, including any buildings that are meant to be inhabited.
- Projects with a majority component of hazardous material abatement/removal.
- Projects involving nuclear exposures.

In the event the City elects not to include a Contractor of any tier’s work under the OCIP, the standard terms and conditions regarding insurance listed in Section 2.0 of Schedule Q will then apply. The OCIP Administrator will advise a Contractor of any tier which has submitted an enrollment form if they are excluded from the OCIP.

Contractor shall cooperate fully with the OCIP Administrator in providing the necessary insurance data and information as required in the bid specifications and associated documents furnished by the City and/or OCIP Administrator during the duration of the project or until City-furnished insurance coverage’s are terminated.

18. Business Tax Certificate

The contractor awarded this contract shall obtain or provide proof of having a current City of Oakland Business Tax Certificate prior to contract execution.

19. Proprietary Information

All bids become the property of the City. Contractors are instructed to label individual pages as "confidential" or "proprietary" information to indicate the desire to withhold financial and proprietary information.

20. Public Records Act or Sunshine Ordinance

A document labeled "confidential" or "proprietary" information may still be subject to disclosure under the Public Records Act or Sunshine Ordinance, and is, at the City's discretion, based on the potential impact of the public's interest whether or not to disclose "confidential" or "proprietary" information.

21. Post-Award Meetings

The City may hold a post-award meeting to familiarize the contractors with project contract compliance requirements. Post award meetings are most advantageous to contractors that wish to become more familiar with these programs and may also be held upon request of the contractor throughout the life of the project. Upon request, the City shall hold a meeting within ten (10) business days. Attendance at a post-award meeting will contribute to the contractor's ability to comply with project policies. To the extent allowable by law, the meeting will be open to stakeholders.

- a) The post-award meeting will include instructions on when and how to prepare and submit forms that may include, but may not be limited to, the following:
 - Electronic Certified Payroll Reports
 - Anticipated Project Workforce
 - Apprenticeship Utilization Plan
 - Progress Payments
 - Job Request and Referral Form
 - Quarterly Wage & Withholding Reports (DE-6)
- b) A post-award meeting should also provide, when possible, information to support the contractors' success, and may include information about the following:
 - Prevailing wages
 - Certification Application
 - Work Opportunity and Welfare-to-Work Tax Credit
 - Construction & Demolition Debris Waste Reduction and Recycling Plan. Refer to Section 4-1.1.3 of the Special Provisions for more information.

POLICIES AND PROGRAMS

Please carefully review all the terms and conditions described below and elsewhere in these specifications. The City will award contracts only to firms that are in full compliance.

1. Prevailing Wage Rates

The City has adopted State of California Prevailing Wage rates for its public works projects over \$1,000.00 as per Section 7-2.2 of the Public Works Department Special Provisions.

This project is subject to Sections 1770-1781, 1813 and 1815 of the State of California Labor Code requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. The City shall provide upon request copies of the prevailing rate of per diem wages to be paid to all applicable workers. The City shall make available prevailing wage rate determinations to all interested parties upon reasonable request during normal business hours. Additionally, the contractor shall have a copy of the prevailing wage determinations posted in a conspicuous place at each job site. Prevailing wage information may also be obtained via the internet at: www.dir.ca.gov.

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 compliance monitoring 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 may continue to hold sufficient funds to cover estimated wages and penalties under the contract.

2. Minimum Wage Ordinance

Oakland employers are subject to Oakland's Minimum Wage Law whereby Oakland employees must be paid the current minimum wage. Employers must notify employees of the annually adjusted rates by each December 15th and prominently display notices at the job site. The law requires paid sick leave for employees and payment of service charges collected for their services. For further information, please refer to:

<http://www2.oaklandnet.com/Government/o/CityAdministration/d/MinimumWage/OAK051451>

3. SB 854

SB 854, a budget trailer bill that was signed into law on June 20, 2014 made several significant changes to laws pertaining to the administration and enforcement of prevailing wage requirements by the State of California Department of Industrial Relations (DIR).

Among other things, SB 854 established a new public works contractor registration program

to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects.

Important Things to Know About SB 854:

- a. It is mandatory for all contractors and subcontractors who bid or work on a public works project to register and pay an annual fee to DIR.
- b. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with DIR.
- c. No contractor or subcontractor may work on a public works project unless registered with DIR.
- d. An awarding body may not accept a bid or enter into a contract for public work with an unregistered contractor.
- e. DIR maintains an up-to-date [*listing of registered contractors*](#).
- f. Additional information may be found at the DIR website:
<http://www.dir.ca.gov/public-works/publicworks.html>
 - There are *exceptions* to the registration requirement for bidders in circumstances where a CSLB license would not be required at the time of bidding.
 - Additional exceptions and protections are included in the registration laws to limit bid challenges, allow some violations to be cured through payment of penalty fees, and allow unregistered contractors to be replaced with registered ones.

4. Definitions and Abbreviations

Refer to Section 1-2 and 1-3 of the Special Provisions.

5. Nondiscrimination/Equal Employment Practices

Contractor shall not discriminate or permit discrimination against any person or group of persons in any manner prohibited by federal, state or local laws. During the performance of this contract, the contractor agrees as follows:

- a. The contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC), or disability. This nondiscrimination policy shall include, but not be limited to, the following: employment, upgrading, failure to promote, demotion or transfer, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. The contractor and its subcontractors shall state in all solicitations or advertisements for employees placed by or on behalf of the contractor that all qualified applicants will receive consideration for employment without regard to age, marital status, religion,

gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC), or disability.

- c. If applicable, the contractor will send to each labor union or representative of workers with whom the contractor has a collective bargaining agreement or contract or understanding, a notice advising the labor union or workers' representative of the contractor's commitments under this nondiscrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. All affirmative action efforts of contractors are subject to tracking by the City. The information or data shall be used for statistical purposes only. All contractors are required to provide data regarding the make-up of their subcontractors who will perform City contracts, including the race and gender of each employee and/or subcontractor and his or her job title or function and the methodology used by the contractor to hire and/or contract with the individual or entity in question.
- e. In the recruitment of subcontractors, the City requires all contractors to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland's business community. The City Administrator will track the City's minority and women-owned business utilization to ensure the absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC), or disability.
- f. The City will immediately report evidence or instances of apparent discrimination in City contracts to the appropriate State and Federal agencies, and will take action against contractors who are found to be engaging in discriminatory acts or practices by an appropriate State or Federal agency or court of law, up to and including termination or debarment.

6. Local and Small Local Business Enterprise Program (L/SLBE)

This section has been edited and applies only to Construction contracts. The full program document is available at:

www2.oaklandnet.com/oakca1/groups/contracting/documents/form/oak029719.pdf

- a. *Requirement* – There is a 50% minimum participation requirement for all construction contracts at or over \$100,000 and all purchases of commodities, goods and associated services over \$50,000. The contractor's and subcontractor's status as an **Oakland certified local or small local business enterprise** are taken into account in the calculation.

The City has waived small local business enterprise (SLBE) subcontracting requirements for Oakland certified local businesses that apply for professional

services contracts as the prime contractor with the City. The SLBE requirements still applies for non-certified LBEs and non-local business enterprises.

There is also a 50% L/SLBE trucking participation requirement to enhance the participation of locally based trucking firms in city funded public works projects. In the case of construction projects where trucking is warranted, 50% of the total trucking dollars must be allotted to certified (Oakland) Local Truckers. The City will identify in bid specifications when the 50% local trucking requirement is applicable. It is important to note that failure to comply with the 50% trucking requirement will result in a non-responsive bid.

- b. *Requirement – For Construction Services, 50% Local Employment Program (LEP):* For any construction contract or development agreement with the City this policy establishes a goal for Oakland-resident employment on public works projects (as such projects are defined in this policy). Specifically, for work performed at the construction site, this policy establishes a goal of 50% of the work hours, which must be performed by Oakland residents on a craft-by-craft basis. In addition, a minimum of 50% of all new hires on the project (on a craft-by-craft basis) must be Oakland residents, and the first new hire must be an Oakland resident. A contractor or developer must achieve the goals or secure an exemption from the City.
- c. Oakland's Local Employment Program applies to this contract. This program requires contractors to hire local residents for public works contracts.
- d. *Requirement – For Construction Services, 15% Apprenticeship Program:* Oakland's Apprenticeship Program applies to this contract. This program requires contractors to provide employment to Oakland apprentices equal to 15% of the total project work hours on a craft-by-craft basis, or demonstrate through good faith efforts that at the time of the contract there were insufficient Oakland apprentices available to perform contracted work on a craft-by-craft basis equal to fifteen percent (15%) of the total hours. Contractors will have either provided employment to Oakland apprentices equal to 15% of project hours on a craft-by-craft basis or secured waiver(s) from the City. Specific details of the L/SLBE, LEP and Apprenticeship Program are addressed in the Local and Small Business Program.
- e. *Requirement – For Construction Services, Prevailing Wages - City of Oakland* contracts for public works of improvement (construction) are subject to all California Labor laws, including, but not limited to, prevailing wage and apprentice wage laws. The City has adopted State of California Prevailing Wage rates for their construction projects. City Council Resolution No. 57103 C.M.S., passed March 28, 1978, covering this matter is available for inspection at the Office of the City Clerk, One Frank H. Ogawa Plaza Oakland, CA 94612. The California Department of Industrial Relations (DIR), Divisions of Labor Statistics and Research, annually determines prevailing wages and may be found at www.dir.ca.gov/DLSR/PWD.

- f. *Requirement* – For Construction Services, contractors are required to submit weekly certified payroll documents five days after each pay period to the City and will be monitored/audited for compliance. The City will investigate discrepancies in the audit as well as prevailing wage claims, and may request further documentation or proof of compliance. In the event that the City determines that Contractor has failed to pay any of its employees in accordance with the appropriate prevailing wage rate, findings will be reported to the Department of Labor and/or the difference between the amount paid and amount owed for prevailing wages from any amount owed contractor will be withheld until such time as the payment dispute is fully and finally resolved.
- g. *Requirement* – For Construction Services, Electronic Payroll Submittals - The prime contractor and all subcontractors must submit all certified payrolls via the LCPtracker System, in accordance with the City of Oakland’s Local and Small Local Business Enterprise Program. The monthly service charge for Prime contractors is \$160.00 per month for contracts less than 5 million dollars and \$320.00 for contracts greater than 5 million dollars; subcontractors will not be charged for this service.
- h. Bid Discounts - For Construction Services, firms earn 2% a bid discount for satisfying the 50% L/SLBE (25% LBE and 25% SLBE or 50% SLBE) participation requirement. Firms earn a 3% discount for achieving 60% L/SLBE (30% LBE and 30% SLBE or 60% SLBE) participation. Firms earn a 4% bid discount for achieving 70% L/SLBE (35% LBE and 35% SLBE or 70% SLBE) participation. Firms earn a 5% bid discount for achieving 80% L/SLBE (40% LBE and 40% SLBE or 80% SLBE) participation.
- i. For Construction and Professional Services, in those instances where VSLBE participation is evident, the level of participation will be double-counted towards meeting the requirement.
- j. The Exit Report and Affidavit (ERA) – This report declares the level of participation achieved and will be used to calculate banked credits. The prime contractor must complete the Schedule F, Exit Report and Affidavit for, and have it executed by, each L/SLBE sub contractor and submitted to the Office of the City Administrator, Contracts and Compliance Unit, 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, CA 94612, along with a *copy* of the final progress payment application.
- k. Joint Venture and Mentor Protégé Agreements. If a prime contractor is able to develop a Joint Venture or “Mentor-Protégé” relationship with a certified LBE or SLBE, the mentor or Joint Venture partners will enjoy the benefit of credits against the participation requirement. In order to earn credit for Joint Venture or Mentor-Protégé relationships, the Agreement must be submitted for approval to the Office of the City Administrator, Department of Contracts and Compliance, prior to the project bid date for construction, and by proposal due date for professional services contracts. Joint Venture Applications and elements of City approved Mentor Protégé relation are available upon request.

- l. Contractor shall submit information concerning the ownership and workforce composition of Contractor's firm as well as its subcontractors and suppliers, by completing Schedule D, Ownership, Ethnicity, and Gender Questionnaire, and Schedule R, Subcontractor, Supplier and Trucker Listing attached and incorporated herein and made a part of this Agreement.
- m. All affirmative action efforts of Contractor are subject to tracking by the City. This information or data shall be used for statistical purposes only. All contractors are required to provide data regarding the make-up of their subcontractors and agents who will perform City contracts, including the race and gender of each employee and/or contractor and his or her job title or function and the methodology used by Contractor to hire and/or contract with the individual or entity in question.
- n. In the recruitment of subcontractors, hiring and retention of employees or subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland's business community. The City Administrator will track the City's MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.

7. Prompt Payment Ordinance - OMC Section 2.06.070

- a. This Ordinance requires that the contractor and its subcontractors shall pay undisputed invoices of their subcontractors for goods and/or services within twenty (20) business days of submission of invoices, unless specific exemptions apply, or unless the contractor or its subcontractors notify the City's Prompt Payment Liaison in writing within five (5) business days that there is a bona fide dispute between the contractor or its subcontractor and claimant. In this case the contractor or its subcontractor may withhold the disputed amount but shall pay the undisputed amount.
- b. Disputed payments are subject to investigation by the Liaison upon the filing of a compliant. The contractor or its subcontractors opposing payment shall provide security in the form of cash, certified check or bond to cover the disputed amount and penalty during the investigation. If the contractor or its subcontractor fails or refuses to deposit security, the Liaison will withhold an amount sufficient to cover the claim from the next contractor progress payment. Upon a determination that an undisputed invoice or payment is late, the Liaison will release security deposits or withholds directly to claimants for valid claims.
- c. The contractor and its subcontractors shall not be allowed to retain monies from subcontractor payments for goods as project retention, and are required to release subcontractor project retention in proportion to the subcontractor services rendered, for which payment is due and undisputed, within five (5) business days of payment. The contractor and its subcontractors shall be required to pay

subcontractors mobilization fees within five (5) business days of being paid such fees by the City. For the purpose of posting on the City's website, the contractor and its subcontractors are required to file notice with the City of release of retention and payment of mobilization fees within five (5) business days of such payment or release; and, the contractor and its subcontractors are required to file an affidavit, under penalty of perjury, that he or she has paid all subcontractors, within five (5) business days following receipt of payment from the City, The affidavit shall provide the names and address of all subcontractors and the amount paid to each.

- d. The contractor and its subcontractors shall include the same or similar provisions as those set forth above in any contract with a subcontractor that delivers goods and/or services in connection with a City of Oakland contract. Invoice and claim inquiries should be directed to Vivian Inman, City of Oakland Prompt Payment Liaison, 510-238-6261 or email vinman@oaklandnet.com.

8. Violation of Federal, State, City Laws, Programs or Policies

The City may, in their sole discretion, consider violations of any programs and policies described or referenced in this document a material breach and may take enforcement action provided under the law, programs or policies, and/or terminate the contract, debar contractors from further contracts with City and/or take any other action or invoke any other remedy available under law or equity.

9. Conflict of Interest/Confidentiality/City-Contractor Relationship

The contractor shall avoid all conflicts of interest and respect its relationship with the City by maintaining confidentiality of materials deemed confidential by law. The contractor specifically agrees to the following:

- a. The contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of work requested by the Notice to Bidders. Without limitation, the contractor represents to and agrees with the City that no conflict of interest is created between performing the work hereunder and any interest Contractor may have with respect to any other person or entity (including but not limited to any federal or state regulatory agency) which has any interest adverse or potentially adverse to the City.
- b. The contractor understands and agrees to successfully perform the work requested by the Notice to Bidders. In addition, every communication between the contractor and the City or its special counsel shall be considered to be a confidential communication between client and lawyer (see California Evidence Code Section 952), and the confidential work product of the City Administrator, City Attorney and the City's special counsel, respectively, and therefore shall be held in strict confidence. All reports, analysis, maps, diagrams or any documents prepared or assisted in the preparation of or by the contractor, shall be considered to be prepared pursuant to said lawyer-client relationship. All of the above mentioned documents are also considered the work product of the City Administrator and shall not be communicated to any person except as specifically authorized in writing

signed by the City Administrator and City Attorney.

- c. The Fair Political Practices Act and/or California Government Code Section 1090, among other statutes and regulations may prohibit the City from contracting with a service provider if the service provider or an employee, officer or director of the service providers' firm, or any immediate family of the preceding, or any subcontractor or contractor of the service provider, is serving as a public official, elected official, employee, board or commission member of the City who will award or influence the awarding of the contract or otherwise participate in the making of the contract. The making of a contract includes actions that are preliminary or preparatory to the selection of a contractor such as, but not limited to, involvement in the reasoning, planning and/or drafting of solicitations for bids and requests for proposals/qualifications, feasibility studies, master plans or preliminary discussions or negotiations.

All Schedules referenced below are not required at this time, except Schedules O and R. They will be provided during the contract execution phase to the awarded contractor. **Schedules O and R shall be submitted with the bid.** These Schedules, policies, programs, and ordinances referenced in this section are available at:

<http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>.

10. Arizona and Arizona-Based Businesses - Schedule B-1

In accordance with City Resolution No. 82727 C.M.S., the contractor agrees that neither it nor any of its subsidiaries, affiliates or agents that will provide services under this contract is currently headquartered in the State of Arizona, and shall not establish an Arizona business headquarters for the duration of this contract or until Arizona rescinds SB 1070.

The contractor acknowledges its duty to notify The Office of the City Administrator, Contracts and Compliance Unit if it or any of its subsidiaries, affiliates or agents subsequently relocates its headquarters to the State of Arizona. Such relocation shall be a basis for termination of this contract.

11. Declaration of Compliance With the Americans With Disabilities Act – Schedule C-1

Private organizations that provide goods and services to the public have independent responsibilities under Title III of the Americans with Disabilities Act, regardless of their funding sources. This schedule provides a mechanism by which outside agencies acknowledge their general obligations under the ADA before providing goods or services to the City.

12. Ownership, Ethnicity and Gender Questionnaire – Schedule D

The contractor shall submit information concerning the ownership and workforce composition of its firm.

13. Pending Dispute Disclosure Policy - Schedule K

All entities are required to disclose pending disputes with the City of Oakland when they submit bids, proposals or applications for a City contract or transaction involving:

- the purchase of products, construction, non-professional or professional services;
- contracts with concessionaires, facility or program operators or managers;
- contracts with project developers, including Disposition and Development Agreements, Lease Disposition and Development Agreements and other participation agreements;
- loans and grants; or
- acquisition, sale, lease or other conveyance of real property, excluding licenses for rights of entry or use of city facilities for a term less than thirty (30) consecutive calendar days.

The disclosure requirement applies to pending disputes on other City contracts or projects that: (1) have resulted in a claim or lawsuit against the City of Oakland, (2) could result in a new claim or new lawsuit against the City of Oakland, or 3) could result in a cross-complaint or any other action to make the City of Oakland a party to an existing lawsuit. "Claim" includes, but is not limited to, a pending administrative claim or a claim or demand for additional compensation.

Entities required to disclose under this Disclosure Policy include (1) any principal owner or partner, (2) any business entity with principal owners or partners that are owners or partners in a business entity, or any affiliate of such a business entity, that is involved in a pending dispute against the City of Oakland.

Failure to timely disclose pending disputes required by this policy may result in (1) a determination that a bid is non-responsive and non-responsible for price-based awards, or (2) non-consideration of a bid or proposal for a professional service contract or other qualification-based award. The City may elect to terminate contracts with entities that failed to timely disclose pending disputes and/or initiate debarment proceedings against such entities.

14. Living Wage Ordinance – Schedule N

Design-Build, Construction Manager At-Risk, or other contracts for public works of improvement that involve services of licensed professionals, such as, but not limited to, architects and engineers, are subject to Oakland's Living Wage Ordinance, Oakland Municipal Code, Title 2, Chapter 2.28, where such services amount to or exceed \$25,000. The ordinance requires that, unless specific exemptions apply or a waiver is granted, all employers contracted to provide services amounting to or exceeding \$25,000, shall provide certain minimum hourly wages and health benefits to employees. The City determines and adjusts the rates annually using the Bay Region Consumer Price Index as published by the Bureau of Labor Statistics, U.S. Department of Labor as the index. Bidders are required to sign and submit a (Schedule N) certification of intent to comply with the Living Wage Ordinance for design-build, construction manager at-risk or other contracts for public works of improvement that involve services of licensed professionals amounting to or in excess of \$25,000, with their bids/proposals.

15. Equal Benefits Ordinance - Schedule N-1

This contract is subject to the Equal Benefits Ordinance of Chapter 2.32 of the Oakland Municipal Code and its implementing regulations. The Ordinance requires completion of Schedule N-1 and submittal of applicable employee benefits policies in order for compliance to be certified.

http://library.municode.com/HTML/16308/level2/TIT2ADPE_CH2.32EQBEOR.html#TOPTITLE

The purpose of this Ordinance is to protect and further the public, health, safety, convenience, comfort, property and general welfare by requiring that public funds be expended in a manner so as to prohibit discrimination in the provision of employee benefits by City contractors between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees. The requirements of this chapter shall not apply to subcontracts or subcontractors.

The following contractors are subject to the Ordinance:

- Entities which enter into a contract in an amount of twenty-five thousand dollars (\$25,000.00) or more for public works improvements, or for goods or services to be purchased or grants to be provided at the expense of the City or to be paid out of moneys deposited in the Treasury or out of trust moneys under the control of or collected by the City; and
- Entities which enter into a property contract pursuant to Section 2.32.020(D) with the City in an amount of twenty-five thousand dollars (\$25,000.00) or more for the exclusive use of or occupancy:
 - (1) of real property owned or controlled by the City; or
 - (2) of real property owned by others for the City's use or occupancy, for a term exceeding twenty-nine (29) days in any calendar year.

The Ordinance shall only apply to those portions of a contractor's operations that occur:

- within the City; or

- on real property outside the City if the property is owned by the City or if the City has a right to occupy the property, and if the contract's presence at that location is connected to a contract with the City; or
- elsewhere in the United States where work related to a City contract is being performed.

16. City of Oakland Campaign Contribution Limits – Schedule O

The Oakland Campaign Reform Act ("Act"), Oakland Municipal Code Section 3.12, prohibits contractors doing business or seeking to do business with the City of Oakland or the Oakland Unified School District from making campaign contributions to Oakland candidates between commencement of negotiations and 180 days after completion or termination of contract negotiations. Contractors seeking to do business with the City of Oakland are required to complete and submit the Campaign Contribution Limits form at the time of submittal of a bid, proposal, qualification or contract amendment.

Contracts shall not be awarded to any contractors who have not signed this form. Filing a false acknowledgement shall subject the contractor to criminal and civil enforcement provisions contained in the Act. The Oakland Public Ethics Commission is charged with enforcing the provisions of the Act.

17. Nuclear Free Zone Disclosure - Schedule P

The contractor shall complete this schedule to represent that the contractor is in compliance with the City of Oakland's restrictions on doing business with service providers considered nuclear weapons makers.

18. Subcontractor, Supplier, Trucking Listing – Schedule R

Bidders must list ALL subcontractors and suppliers with subcontract dollar values greater than one half of one percent (0.5%) of the prime contractor's total bid, or in the case of street, highway and bridge projects, one half of one percent (0.5%) of the prime contractor's total bid or \$10,000, whichever is greater. If the NTB requires local trucking, bidders must list ALL trucking regardless of tier and dollar amount.

Failure to list ALL applicable subcontractors, suppliers and truckers, or to provide ALL applicable information on the Schedule, or to submit this mandatory form with the Bid, will deem your Bid nonresponsive. This Schedule will be made a part of the contract. No changes may be made to this Schedule without approval of the City.

L/SLBE Program: This Schedule will be used to calculate participation by Oakland-certified businesses for compliance with the L/SLBE Program. Businesses must have a current certification at time of bid in order to receive L/SLBE credit. It is highly recommended that primes verify the LBE/ SLBE status of their subcontractors prior to bid submittal.

Bid Alternates: If any are required per the Bid Schedule, bidders must provide the subcontractor and/or supplier costs related to each alternate on a separate Schedule R

form. Do not combine the costs for separate alternates on the same Schedule R. No Schedule R is required for Bid Alternate No. 1 (OCIP insurance costs).

Contractor's License Number: Bidders must list the Contractor's State License Number for each subcontractor. An inadvertent error in listing the California contractor's license number shall not be grounds for filing a bid protest or considering the bid nonresponsive if the corrected contractor's license number is submitted to the City Clerk's office by the prime contractor within 24 hours after the bid opening, and provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

SB 854: All contractors and subcontractors who bid or work on a public works project must register and pay an annual fee to DIR. **Only registered contractors or subcontractors may be listed on a bid proposal for a public works project.** Bids that include an unregistered contractor or subcontractor will be deemed nonresponsive.

19. Compliance Commitment Agreement – Schedule U

The Contractor shall comply with the L/SLBE program.

20. Affidavit of Non-Disciplinary or Investigatory Action – Schedule V

The Contractor shall certify that no disciplinary or investigatory action has been taken against its firm by the Equal Employment Opportunity Commission, Department of Fair Employment and Housing, or Office of Federal Contract Compliance Programs.

SECTION B

Bid Submittal Documents

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 June 2, 2016
Time Day Date



CONTRACTOR'S BID

TO THE CITY OF OAKLAND, CALIFORNIA
PUBLIC WORKS DEPARTMENT
For

City Project No: C427720
Citywide Preventive Maintenance Resurfacing

CONTRACTOR'S BUSINESS NAME _____

BUSINESS ADDRESS _____

(Provide full street address even if P.O. Box used)

TELEPHONE NO: _____ FAX NO: _____

CONTRACTOR'S EMAIL ADDRESS: _____

CONTRACTOR'S STATE LICENSE NO: _____

CLASSIFICATION: _____ EXPIRATION: _____

OAKLAND BUSINESS LICENSE NO: _____ DIR REGISTRATION NO.: _____

All bids shall include the contractor's state license number, classification, and DIR registration number¹, as well as each subcontractor's license number. 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,

¹ Per SB 854: Only DIR-registered contractors or subcontractors may be listed on a bid proposal for a public works project.

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.

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 total price, without consideration of any alternates. The Base Bid total price 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). Specification references are provided to assist the bidder. Other bid sections may also apply.

The bidder shall provide prices for all bid alternates, if any. The responsibility for determining quantities for the Alternates rests with the bidder. Base Bid and Bid Alternates shall include the cost of all supporting elements required, so that no matter what combination of Base Bid and Bid Alternates is accepted, that portion shall be a complete entity in itself. Work for all Bid Alternates shall be in strict accordance with the applicable Contract Documents.

❖ Base Bid Items:

Each bidder is required to exclude from the base bid items its normal cost for the insurance coverages provided by the OCIP. Each bidder must deduct the cost of OCIP coverages for all lower tier subcontractors, in addition to its own cost of OCIP coverages. Certain contractors and subcontractors may be ineligible for OCIP coverage, and will be 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.*
- ✓ Bidder whose EMR is 1.5 or greater at time of bid.*
- ✓ The City reserves the right to exclude any party even if otherwise eligible.*

Item No.	Spec. Sec. No.	Estimated Quantity	Unit of Measure	Item Description	Unit Price	Item Total
1	7-8-6	1	LS	Water Pollution Control		
2	7-10	1	LS	Traffic Control with Traffic Control Plans		
3	7-12	2	EA	Project Information Signs with Barricade Signs		
4	303-5.1.1.5	1,290	SF	Tree Root Pruning		
5	303-5	78	LF	Remove and Replace Concrete Curb and Gutter		
6	303-5	141	LF	Remove and Replace Concrete Curb Ramp		
7	303-5	2	EA	Retrofit Detectable Warning Dome		
8	303-5	3,464	SF	Remove and Replace Concrete Sidewalk		
9	203-16	138	TON	Asphaltic Emulsion Membrane (Bonded Wearing Course)		
10	203-16	6765	TON	Hot Mix Asphalt (Bonded Wearing Course Gap-Graded, 3/8" Aggregate)		
11	203-3	61,201	LF	Crack Seal		
12	302-1	45,816	SY	Cold Plane Asphalt Concrete		
13	313-1	691	TON	Material for Asphalt Concrete Base Repair		

14	313-1	691	TON	Labor and Equipment for AC Base Repair		
15	302-1.12	16,646	SY	Off haul and Disposal of Pavement Fabric		
16	302-1	697	SY	2" Full Width Mill AC		
17	302-1	3,726	SY	4" Full Width Mill AC		
18	203	5,214	TON	Material for Asphalt Concrete Overlay		
19	203	5,214	TON	Labor and Equipment for AC Overlay		
20	7-10.2.2	1	LS	Changeable Message Signs		
21	310-6	164,000	LF	Thermoplastic Traffic Striping		
22	310-6	1,500	EA	Pavement Markers (Reflective & Non- Reflective)		
23	310-6	6,400	SF	Thermoplastic Pavement Markings		
24	310-6	500	SF	Thermoplastic Pavement Markings (Green)		
25	300-1.3.3	5,500	LF	Remove Traffic Striping (including markers)		
26	300-1.3.3	20	EA	Remove pavement Markings		
27	206 & 304	10	EA	Remove Single Post Sign		

28	302-11	3	EA	Speed Bump		
29	206 & 304	1600	LF	Paint Curb		
30	206 & 304	95	EA	Single Post Sign		
31	310-6	92	EA	Fire Hydrant Markers		
32	Detail Sheets D-01	74	EA	Pre & Post Construction Monument Verification		
33	Detail Sheets D-01	74	EA	Reset Monument		
34	301-1.6	214	EA	Adjust SSMH & SDMH to Finish Grade		
				TOTAL OF 34 BASE BID ITEMS: \$		

❖ **Bid Alternate No. 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.	Estimated Quantity	Unit of Measure	Item Description	Unit Price	Item Total
35	7-3	1	LS	ADD Cost of Commercial Liability Insurance Coverage		
36	7-3	1	LS	ADD Cost of Worker's Compensation Insurance Coverage		
37	7-3	1	LS	ADD Cost of Excess Liability or Umbrella Insurance Coverage		
				TOTAL OF BID ALTERNATE NO. 1: \$		

SUBCONTRACTOR, SUPPLIER, TRUCKING LISTING

Please refer to Item No. 18 in “Policies and Programs” of Section A. It is critically important that Bidders provide all required information on Schedule R in accordance with this section.

BID SECURITY STATEMENT

Accompanying this bid is _____ in an amount equal to at least ten percent of the total of the bid.

(INSERT THE WORDS "CASH (\$ _____)", "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)

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.

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) _____ through _____.

(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.

LISTING OF PRINCIPALS

IMPORTANT NOTICE: If bidder or other interested person is a **CORPORATION**, bidder shall state legal name of corporation, also names of the president, secretary, treasurer, and manager

thereof; if a co-partnership, state true name of firm, also names of all individual copartners composing firm. If bidder or other interested person is an **INDIVIDUAL**, bidder shall state first and last names in full.

The names of all persons interested in the foregoing bid as principals are as follows:

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.

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

Date _____

Schedule O

CAMPAIGN CONTRIBUTION REPORTING REQUIREMENTS

To be completed by City Representative prior to distribution to Contractor.

City Representative: Mastewal Cherinet Phone 5102384981 Project Spec No C427720
Department: Public Works Contract Name: Citywide Preventive Maintenance Resurfacing

This is an ___ Original ___ Revised form (check one). If original, complete all that applies. If Revised, complete Contractor name and any changed data.

Contractor Name _____ Phone _____

Street Address _____ City _____, State _____ Zip _____

Type of Submission (check one) ___ Bid ___ Proposal ___ Qualification ___ Amendment

Majority Owner (if any). A majority owner is a person or entity who owns more than 50% of the contracting firm or entity.

Individual or Business Name _____ Phone _____

Street Address _____ City _____, State _____ Zip _____

The undersigned Contractor's Representative acknowledges by his or her signature the following:

The Oakland Campaign Reform Act limits campaign contributions and prohibits contributions from contractors doing business with the City of Oakland during specified time periods. Violators are subject to civil and criminal penalties.

I have read Oakland Municipal Code Chapter 3.12, including section 3.12.140, the contractor provisions of the Oakland Campaign Reform Act and certify that I/we have not knowingly, nor will I /we make contributions during the period specified in the Act.

I understand that the contribution restrictions also apply to entities/persons affiliated with the contractor as indicated in the Oakland Municipal Code Chapter 3.12.080.

If there are any changes to the information on this form during the contribution-restricted time period, I will file an amended form with the City of Oakland.

Signature

Date

Print Name of Signer

Position

To be Completed by City of Oakland after completion of the form

Date Received by City: _____ By _____

Date Entered on Contractor Database: _____ By _____

SCHEDULE R
SUBCONTRACTOR, SUPPLIER, TRUCKING LISTING FOR BASE BID

By request, Contracts and Compliance can email an electronic copy of Schedule R to your firm or go to

<http://www2.oaklandnet.com/oakca1/groups/contracting/documents/form/oak023389.pdf>

Date _____

Note:

The contractor herewith must list all subcontractors and suppliers with values in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000) whichever is greater **and all trucking regardless of tier** and dollar amount to be used on the project. The contractor agrees that no changes will be made in this list without the approval of the City of Oakland Provide the address, type of work, dollar amount and check all boxes that apply. Bidders that do not list all subcontractors and suppliers with values greater than one half of one percent and all truckers regardless of tier and dollar amount shall be deemed non-responsive.

Prime Contractor:

Project No.:

Project Name:

Signature:

[illegible]

Attach additional page(s) if necessary.

(LBE - Local Business Enterprise) (SLBE - Small Local Business Enterprise) (VSLBE - Very Small Local Business Enterprise) (LPG - Locally Produced Goods)

Contractors are required to identify the ethnicity and gender of all listed firms majority owner. This information will be used for tracking purposes only.

* Ethnicity - (AA=African American) (AI=Asian Indian) (AP=Asian Pacific) (C=Caucasian) (H=Hispanic) (NA=Native American) (O=Other) (NL=Not Listed)

**** Gender - (M = Male) (F = Female)**

*** Alternate (if applicable) - Please indicate in alternate box either 1, 2 or 3 and so on for alternate line items.

(Revised as of 2/27/2014)

NOTE: BIDDER MUST USE THIS FORM

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT _____(hereinafter called the Principal),
and _____, a corporation organized and doing business
under and by virtue of the laws of the State of _____, and duly licensed for the
purpose of making, guaranteeing or becoming sole surety upon bonds or undertakings required or authorized by
the laws of the State of California, as Surety, are held and firmly bound unto the City of Oakland, a municipal
corporation, (hereinafter called the Obligee) in the just and full sum of _____
_____ Dollars (\$_____)
lawful money of the United States of America, for the payment of which, well and truly to be made, we hereby
bind ourselves and each of our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS, the above bounden Principal as aforesaid, is
about to hand in and submit the Obligee a bid or proposal for Project No. _____
_____,
in accordance with the plans and specifications filed in the office of the Obligee and under the Notice To Bidders
therefore.

NOW, THEREFORE, if the bid or proposal as submitted by the said Principal shall be accepted, and the contract for
such work or supplies be awarded to the Principal, and the said Principal shall fail, neglect or refuse to enter into a
contract to perform said work or deliver said supplies, and furnish good and sufficient bond therefore, then the
amount of this bond shall be declared to be forfeited to said Obligee as liquidated damages, it being agreed that
said Obligee will suffer damages as a result of such failure, neglect or refusal of the Principal and that such
damages are and will continue to be, impracticable and extremely difficult to determine.

IN WITNESS WHEREOF, said Principal and said Surety have caused these presents to be duly signed and sealed this
_____ day of _____ A.D., 2016.

By

Attorney-in-Fact

ACKNOWLEDGMENT

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 _____

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

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

WITNESS my hand and official seal.

Signature _____

{SEAL}

SECTION C

Construction Contract

CITY OF OAKLAND CONTRACT OF PUBLIC WORKS

THIS CONTRACT is entered into this [day and month] of [year] by and between the:

City of Oakland, a municipal corporation,
(hereinafter referred to as “City”), and
[CONTRACTOR NAME in all CAPS],
(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. **[Number - NAME in all CAPS]** and documents referenced and incorporated therein; and
- 2) The Contractor’s bid in the sum of **[Enter alpha dollar amount and 00/100 cents]** (\$____) received **[Month, Date, Year]** (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 **(# working 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. Minimum Wage Ordinance

Oakland employers are subject to Oakland's Minimum Wage Law whereby Oakland employees must be paid the current minimum wage. Employers must notify employees of the annually adjusted rates by each December 15th and prominently display notices at the job site. The law requires paid sick leave for employees and payment of service charges collected for their services. For further information, please refer to:

<http://www2.oaklandnet.com/Government/o/CityAdministration/d/MinimumWage/OAK051451>

7. 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.

8. 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.*

9. 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.

10. 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.

11. 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.

12. 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:

[Name of Company]
[Name of Project Manager]
[address]
[fax no.] or [email]

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.

13. 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.

[CONTRACTOR NAME in all CAPS]

Public Works Department

[person's name] Date
[person's title]

Director Date

Approved as to form and legality

CITY OF OAKLAND
(a municipal corporation)

Office of the City Attorney Date

Office of the City Administrator Date

City Council Resolution No. _____
Oakland Business Tax Certificate No. _____
Contract Purchase Order No. _____
DIR Project ID No. _____

EXHIBIT A - Scope of Work

1) Project Description:

Insert NTB project description

2) The following documents are physically included in the Contract:

A. Contractor's Bid dated:

Sample

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That _____,
(Contractor Name)

a _____, as Principal, and _____,
(corporation, partnership or individual) (Surety Name)

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 _____ (\$_____), 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 _____ 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. Number - Name** and **Contractor's bid dated** _____. Said work shall be commenced on the date of the Notice to Proceed and shall be completed within _____ **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 * _____ day of _____ of _____.

(Contractor Name) [Seal]

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

Title: _____

(Surety Name)

By: _____ [Seal]

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That _____,
(Contractor Name)

a _____, as Principal, and _____,
(corporation, partnership or individual) (Surety Name)

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 _____ (\$ _____), 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 _____ 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. Number - Name** and **Contractor's bid dated _____**. Said work shall be commenced on the date of the Notice to Proceed and shall be completed within _____ **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 Obligee 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 * _____ day of _____ of _____.

(Contractor Name) [Seal]

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

Title: _____

(Surety Name)

By: _____ [Seal]

Bond No. _____

ACKNOWLEDGMENT

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 _____

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

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

WITNESS my hand and official seal.

Signature _____ {SEAL}

SECTION D

Public Works Department Specifications

OAKLAND PUBLIC WORKS DEPARTMENT (OPW)

SPECIFICATIONS

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OAKLAND PUBLIC WORKS DEPARTMENT (OPW)

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 OAKLAND PUBLIC WORKS DEPARTMENT (OPW)

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

OPW: Oakland Public Works Department of the City of Oakland

ISA: International Society of Arboriculture

PAV: Pressure Aging Vessel

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.

2-3 SUBCONTRACTS.

ADD NEW SUBSECTION 2-3.4:

2-3.4 Miscellaneous. The Contractor may utilize the service of specialty Subcontractors on those parts of the work that, under normal contracting practices, is performed by specialty Subcontractors.

The Contractor shall not award any work to any Subcontractor without prior written approval of the City. Approval will not be given until the Contractor submits to the City a written statement concerning the proposed award to the Subcontractor, which statement shall contain such information as the City may require.

The Contractor shall be as fully responsible to the City for the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Subcontractors to the Contractor by the terms of the General Provisions and other contract documents insofar as applicable to the work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the City may exercise over the Contractor under any provisions of the contract documents.

Nothing contained in this contract shall create any contractual relation between any Subcontractor and the City.

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) 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.

2-9 SURVEYING.

2-9.1 Permanent Survey Markers. The Contractor's California-Licensed surveyor shall reference the location and file a corner record with the County Surveyor or Alameda for all known project monuments before doing any construction work. The Contractor shall provide official copies of the County's corner records to the City Surveyor before doing any construction work on project streets. The Contractor shall note that it can take Alameda County Records Office up to four weeks to accept and file corner records. The unit price paid for each bid item Pre and Post Construction Monument Verification shall include full compensation for all labor, materials, surveying and filing costs as required by law.

If it is necessary to remove or replace a City monument in conjunction with the work associated with this contract, the Contractor shall provide two week's notification to the office of the City Surveyor and, under the direction and supervision of the City Surveyor, the monument will either be temporarily removed and later replaced or it will be relocated to another location. The unit price for each bid item Reset Monument shall include full compensation for all labor, materials, surveying, and filing costs as required by law for resetting (raising its frame and cover to meet new grades)/relocating a monument. 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.

2-10 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 2-12 TO READ:

2-12 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 six copies, 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>
Any Contract Price	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.

ADD NEW SUBSECTION 3-2.2.4 TO READ:

3-2.2.4 Materials Cost Escalation Clause.

3-2.2.4.1 General.

Compensation adjustments for Asphalt Concrete, Portland Cement Concrete or Structural Steel will be subject to the following requirements:

- A. The compensation adjustments provided herein will be shown separately on payment estimates. The Contractor shall be liable to the City for decreased compensation adjustments and the City may deduct the amount thereof from moneys due or that may become due the Contractor.
- B. Compensation adjustments made under this section will be taken into account in making adjustments in conformance with the provisions in Subsection 3-2.2.1 Contract Unit Prices.

3-2.2.4.2 Asphalt Concrete Products. The compensation payable for asphalt concrete bid items will be increased or decreased in conformance with the provisions of this section for paving asphalt price fluctuations exceeding 10 percent (lu/lb is greater than 1.10 or less than 0.90) that occur during performance of the work.

The adjustment in compensation will be determined in conformance with the following formulae when the item of asphalt concrete is included in a monthly estimate:

- A. Total monthly adjustment = AQ
- B. For an increase in paving asphalt price index exceeding 10 percent:
$$A = 0.90 (1.1023) (lu/lb - 1.10) lb$$
- C. For a decrease in paving asphalt price index exceeding 10 percent:
$$A = 0.90 (1.1023) (lu/lb - 0.90) lb$$
- D. Where:

A = Adjustment in dollars per ton of paving asphalt used to produce asphalt concrete rounded to the nearest \$0.01.

Iu = The California Statewide Paving Asphalt Price Index which is in effect on the first business day of the month within the pay period in which the quantity subject to adjustment was included in the estimate.

Ib = The California Statewide Paving Asphalt Price Index for the month in which the bid opening for the project occurred.

Q = Quantity in ton of paving asphalt that was used in producing the quantity of asphalt concrete shown under "This Estimate" on the monthly estimate using the amount of asphalt determined by the Engineer.

The California Statewide Paving Asphalt Price Index is determined monthly on the first business day of the month by CALTRANS using the median of posted prices in effect as posted by Chevron, Mobil, and Unocal for the Buena Vista, Huntington Beach, Kern River, Long Beach, Midway Sunset, and Wilmington fields.

In the event that the companies discontinue posting their prices for a field, CALTRANS determines an index from the remaining posted prices. CALTRANS reserves the right to include in the index determination the posted prices of additional fields. The City reserves the right to use the California Statewide Paving Asphalt Price Index as determined by CALTRANS.

In the event of an overrun of contract time due to delays for which the City is responsible, the adjustment in compensation for paving asphalt included in estimates during the overrun period will be determined using the California Statewide Paving Asphalt Price Index in effect on the first business day of the month within the pay period in which the overrun began. The City will not provide additional compensation for overrun of contract time caused by the Contractor.

3-2.2.4.3 Portland Cement and Structural Steel Products

The compensation payable for Portland cement concrete and/or structural steel bid items will be increased or decreased in conformance with the provisions of this section to provide additional compensation to the Contractor (or a credit to the City) for unforeseeable fluctuations in structural steel and Portland cement concrete material prices. These price adjustments are dependent upon either:

- An increase or decrease in the price of steel or cement used in the production of products utilized on this project; or
- An increase or decrease in the ratio of the Bureau of Labor Statistics – Producer Price Index (PPI) for these materials as listed below.

Payment or credit for steel and cement price adjustments shall be evaluated under the following conditions:

- A. This subsection shall only apply to material cost changes that occur between the date of the bid opening and the date of the certified invoice. The Contractor is required to order reinforcing steel and cement materials within 30 days of the Notice to Proceed. The Contractor is required to order custom-fabricated steel products within 30 days of Shop Drawing approval. The Contractor shall take possession of materials as quickly as is reasonably possible.
- B. The price adjustment clause applies only to structural steel, reinforcing steel, and cement materials. To be considered for this subsection, the material must have a total dollar value of \$25,000 or more.
- C. Within five days of the Notice of Award, the Contractor shall submit the supplier's or the fabricator's material price quotes for the steel and/or cement items. The Contractor must certify that these price quotes are the actual quoted prices utilized in the bid computations. The quote must describe and break down the total weights of the steel, and cement and the applicable unit cost used to prepare the unit bid cost.
- D. For the price adjustment to apply in this contract, the increase or decrease in the material unit cost must exceed 10% of the original quoted prices (from Condition C above) or the PPI unit cost change as described below.
- E. If there is an increase or decrease in steel or cement material prices in excess of 5%
 - between the original documented and quoted unit cost and the unit cost listed on the certified invoice
 - or the PPI unit price at the date of bid and the PPI unit price at the date of certified invoicethe following adjustment shall apply. The Contractor shall be due a change order equal to the value of the lesser of
 - the documented unit cost change between the bid unit cost and the certified unit cost, and
 - the unit cost change between the PPI unit price for the material at the date of bid and the PPI unit price at the date of certified invoice.
- F. The Producer Price Index (PPI) is defined at the US Department of Labor – Bureau of Labor Statistics index entitled "Producers Price Index" (PPI).

- The price adjustment for steel shall be a function of the percentage of change of the price index for Price Index Commodity Item "101211 Carbon steel scrap."
- The price adjustment for cement shall be a function of the percentage of change of the price index for "13220161 Portland and other cements."

These price indices are available on the internet Producer Price Index website at <http://data.bls.gov/PDQ/outside.jsp?survey=wp>. If the change in the PPI controls the price adjustment, the City shall review the PPI data four months after initial publication to make the required adjustment since the PPI is subject to change for four months after publication.

- G. In the event of an overrun of contract time due to delays for which the City is responsible, adjustment in compensation for Portland cement concrete or structural steel included in estimates during the overrun period will be determined using the applicable Producer Price Index in effect on the first business day of the month within the pay period in which the overrun began.
- H. The City reserves the right to seek verification of any claimed increase in cost of said material directly from the supplier and/or fabricator. If necessary, the Contractor shall assist the City in obtaining this information.

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, 2015 through March 31, 2016 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) prior to the start of construction or issuance of applicable building permits. 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.

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 5-7 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.

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 SENTENCE 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.

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.

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.

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.

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

McClymonds High School – 2607 Myrtle Street, Oakland, CA 94607
Elmhurst Community Preparatory School – 1800 98th Avenue, Oakland, CA 94607
Cole Middle School – 1011 Union Street, Oakland, CA 94607
Fruitvale Elementary School – 3200 Boston Avenue, CA 94602
Hawthorne Elementary School – 1700 28th Avenue, Oakland, CA 94601
Toler Heights Elementary School – 9736 Lawlor Street, Oakland, CA 94605
Patten Academy of Christian Education – 2433 Coolidge Avenue, Oakland, CA 94601
The Renaissance School – 3668 Dimond Avenue, Oakland, CA 94602
St. Jarlath Catholic School – 2634 Pleasant Street, Oakland, CA 94602
Saint Vincent's Day Home – 1086 8th Street, Oakland, CA 94607
Ralph J. Bunche High School – 1240 18th Street, Oakland, CA 94607
Education for Change at Cox Elementary School – 9860 Sunnyside Street, Oakland, CA 94603
Far West High School – 5263 Broadway Terrace, Oakland, CA 94618
Hillcrest Elementary School – 30 Marguerite Drive, Oakland, CA 94618
KIPP Bridge Charter School – 991 14th Street, Oakland, CA 94607
Lafayette Elementary School – 1700 Market Street, Oakland, CA 94607
Martin Luther King, Jr Elementary School – 960 10th Street, Oakland, CA 94607
West Oakland Community School – 955 12th Street, Oakland, CA 94607

Oakland Unified School District School Calendar 2014/2015. The Calendar is intended as an example and the Contractor should check and verify with the School district for completeness and accuracy before coordinating work.

Thursday, June 9, 2016 – Last Day of School for Students

Monday, July 4, 2016 - Independence Day (No School)

Monday, August 24, 2016 – First Day of School for Students

Monday, September 5, 2016 – Labor Day (No School)
 Friday, October 10, 2016 – Professional Development Day (No School)
 Tuesday, November 11, 2016 – Veteran's Day (No School)
 Monday, November 24, 2016 - Friday, November 28, 2016 – Thanksgiving Recess (No School)
 Monday, December 22, 2016 - Friday, January 2, 2016 – Winter Recess (No School)
 Monday, January 18, 2016 – Martin Luther King Day (No School)
 Friday, January 29, 2016 – Professional Development Day (No School)
 Monday, February 15, 2016 – President's Day (No School)
 Tuesday, March 31, 2016 - Cesar Chavez Day (No School)
 Friday, March 25, 2016 - Friday, April 1, 2016 – Spring Recess (No School)
 Friday, May 27, 2016 - In Lieu of Lincoln's Birthday (No School)
 Monday, May 30, 2016 – 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.
- Linwood Avenue from E. 38th St to Hample St shall get precedence from other paving locations.

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)
3rd Monday in January (ML King Jr. Day)
February 12th (Lincoln's birthday)
3rd Monday in February (President's Day)
Last Monday in May (Memorial Day)
July 4th (Independence Day)
1st Monday in September (Labor Day)

September 9th (Admissions Day)
November 12th (Veterans Day)
4th Thursday in November (Thanksgiving)
The Friday after Thanksgiving
December 25th (Christmas Day)
December 31st (Holiday)

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 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.

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.

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.

ADD NEW SUBSECTION 7-2.2.3 TO READ:

7-2.2.3 Federal Wage Rates. The payment of predetermined minimum wages on Federal-aid contracts is derived from the Davis-Bacon Act of 1931 and is prescribed by 23 USC 113.

Federal wage rates are not required to be physically included in the contract advertising package provided they are referenced to an Internet web site address where they can be found. However, these wage rates must be physically inserted in the final contract package signed by the City and the contractor on all Federal-aid highway construction projects exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempted.

The federal minimum wage rates are available directly from the Department of Labor Home Page under www.gpo.gov/davisbacon. Click on "Browse all determination by State" then click on "California." For conformance with the federal "10-day rule," the City shall access the federal wage rates within ten days prior to bid opening to see if updated rates have been posted. If the updated wage rates have been posted, the City shall to issue an addendum. Addenda are issued only to official plan holders of the Bid book (those who have directly obtained the bid book from iSupplier or CIPLIST.com).

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.

2. Owner Controlled Insurance Program (OCIP). The City may provide an OCIP for the Project. If implemented, the OCIP will provide Commercial General Liability, Workers Compensation/Employers

Liability, and Excess Liability to contractors of all tiers that are eligible for OCIP coverage and are enrolled in the OCIP. Refer to Attachment Schedule Q for additional information related to the OCIP.

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. 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.

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.

The Contractor shall provide daily reports. The daily reports will require the Contractor to provide status of labor, equipment, traffic control, maintenance efforts of BMPs and SWPPPs, and work plan ahead. The

Contractor shall drive the work site daily for the reports. Failure to complete this on a daily basis will result in a fine of \$250.00 per day.

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 directly 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/CSBMPPM_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. The contractor shall use water and sweeper trucks on a daily basis including weekends to maintain the site. Failure to maintain site cleanliness will result in a fine of \$500 per location per day.
- 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. The contractor shall maintain a worksite free of graffiti. 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. Contractor shall remove all graffiti 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 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, the Engineer may suspend the Work per 6-3 until the graffiti 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. If directed by the Engineer in writing, the Contractor shall remove all graffiti within 24 hours of occurrence. The costs associated with the implementation of all work involved in the removal of graffiti 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 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.

ADD THE FOLLOWING TO SECTION 7-10:

Unless a separate lump sum bid item is included for traffic control, the Contractor shall absorb in the bid all costs incurred from the requirements of Section 7-10.

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.

7-10.2.2 Changeable Message Sign (CMS). Additional equipment required to complement the traffic control plans and requirement. Changeable Message Signs (CMS) are required to provide advance public notifications for a minimum of six (6) working days prior to any scheduled start of work or prior to any change in construction phasing during construction. The minimum duration, excluding any duration needed for advance notification, to maintain the Changeable Message Signs during construction for each occurrence is 10 working days or is subject to the discretion of the engineer. The CMS shall be installed strategically near each roadway entrance to the project area. Contractor shall program the message(s) for each site as needed. Contractor shall propose a message(s) to be used for review prior to programming of the message. The message shall be reviewed and approved by the RE prior to use and closure of lane or road for the paving operations.

Payment: All costs involved in the work described in Subsection 7-10.2.2 are paid per lump sum bid item. The Contract price for changeable message board signs shall include full compensation for furnishing all labor, equipment, tools, and incidentals for transporting and installing shall be included in the contract unit price, and no separate payment shall be allowed therefore. If no CMS bid item is provided, the cost shall be included in the payment made for Traffic Control bid item, and no separate payment shall be made therefor.

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. The Contractor shall maintain no-parking signs on a daily basis. Failure to maintain no-parking signs according to the construction schedule will result in a penalty of \$500.00 per day per location. 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 10 working days before construction begins. 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 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.

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 **two** 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.

ADD NEW SUBSECTION 7-12.2 TO SUBSECTION 7-12:

7-12.2 Door Hanger Notifications. The Contractor shall print a sufficient number of door hangers for notification to adjacent property owners. The text for these door hangers is provided in **Attachment 11** at the end of these Special Provisions. The door hangers shall be 4"x9.5" in size, two per 8.5"x11" sheet, 38 pound stock, and micro-perforated for easy, clean separation. Door hangers not conforming to these requirements will be rejected. The ink shall be forest green color on cream-colored card stock. Door hanger design will be discussed at the pre-construction meeting. The Contractor shall submit a sample printed door hanger design to the Engineer for approval before use.

Before distribution, the Contractor shall indicate on the door hanger the type of work to be performed, the anticipated work start date and the number of working days that will be required. The Contractor shall show a sample of the door hanger before the first batch is distributed to neighborhood buildings. The Contractor's workers shall place the door hangers on the doors of adjacent properties along the roadway segment and side streets up to one block from each side 72 hours before construction begins to alert neighborhood residents of the upcoming construction work. The contractor shall distribute the notices in accordance to the phases listed on the sample door hanger. For example, for street resurfacing projects the contractor shall distribute the notices two times, once for the concrete work and a second time for the street resurfacing work (including grinding and overlay work.) The Contractor shall deliver new door hangers if the schedule is changed.

Payment: Full payment for door hangers, including materials and labor shall be included in the price paid for other bid items, and no additional payment shall be made therefor.

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.

No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor in 30 days after the subcontractor's work is satisfactorily completed. Federal law (49CFR26.29) requires that any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the California Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

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 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.

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 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 set of as-built drawings to 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.

ADD THE FOLLOWING SUBSECTION:

9-5 SUBSTANTIAL COMPLETION AND OCCUPANCY. When Contractor considers the entire work ready for its intended use, Contractor shall (in writing to City) request an inspection to certify that the entire work is substantially complete and request City issue a Certificate of Substantial Completion as of that date. The City will make an inspection of the work with the Contractor to determine the status of completion. If City does not consider the work substantially complete, City will notify the Contractor of the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. The Engineer's failure to include any items on such list does not alter the Contractor's responsibility to complete all work in accordance with the contract documents.

The value of remaining work to be completed or corrected, established by the Contractor and approved by City, will be withheld until work is completed or corrected to the satisfaction of City. Final payment will not be made until completion of withheld items.

PART 2 - CONSTRUCTION MATERIALS

Part 2 of the Special Provisions shall conform to Part 2 of the Standard Specifications except as modified herein.

Building materials containing asbestos are prohibited. Any specialized materials where asbestos is necessary shall be submitted to the City along with the Material Request Form for approval.

SECTION 200 -- ROCK MATERIALS

200-2 UNTREATED BASE MATERIALS.

200-2.2 Crushed Aggregate Base.

ADD THREE NEW PARAGRAPHS TO END OF SUBSECTION 200-2.2:

Aggregate may include or consist of material processed from reclaimed asphalt concrete, portland cement concrete, lean concrete base, cement treated base or a combination of any of these materials.

Untreated reclaimed asphalt concrete and portland cement concrete will not be considered to be treated with lime, cement or other chemical material for the purposes of performing the Durability Index test.

Payment: Full compensation for labor material, equipment and incidentals to deliver and compact the aggregate base to the limit specified in the plans and special provisions for Class 2 aggregate base shall be paid for other bid items of work involved, and no additional compensation will be allowed therefor.

200-2.4 Crushed Miscellaneous Base.

REVISE SUBSECTION 200-2.4.2 TO READ:

200-2.4.2 Grading. The material shall be uniformly graded and shall conform to the gradation of crushed aggregate base in 200-2.2.

200-2.4.3 Quality Requirements.

REVISE THE 1ST AND 2ND LINES OF TABLE 200-2.4.3 (A) TO READ:

<u>TEST</u>	<u>TEST METHOD</u>	<u>REQUIREMENTS</u>
R-Value ¹	California 301	78 min.
Sand Equivalent	California 217	26 min.

200-2.5 Processed Miscellaneous Base.

ADD THE FOLLOWING SENTENCE TO SUBSECTION 200-2.5 TO READ:

Processed Miscellaneous Base shall have an aggregate grading of 3/4" maximum, coarse.

200-2.5.3 Quality Requirements.

REVISE THE 1ST AND 2ND LINES OF TABLE 200-2.5.3 (A) TO READ:

<u>TEST</u>	<u>TEST METHOD</u>	<u>REQUIREMENTS</u>
R-Value ¹	California 301	55 min.
Sand Equivalent	California 217	25 min.

200-2.6 Select Subbase.

200-2.6.3 Quality Requirements.

REVISE TABLE 200-2.6.3 (A) TO READ:

<u>TEST</u>	<u>TEST METHOD</u>	<u>REQUIREMENTS</u>
R-Value ¹	California 301	40 min.
Sand Equivalent	California 217	15 min.

SECTION 201 -- CONCRETE, MORTAR AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE.

201-1.1.4 Concrete Specified by Compressive Strength.

ADD THE FOLLOWING BETWEEN THE 5TH AND 6TH PARAGRAPHS OF SUBSECTION 201-1.1.3:

When directed by the Engineer in lieu of field-testing, a testing laboratory selected by the Engineer shall evaluate mix designs. Laboratory batch samples shall be made in accordance with ASTM C 192. The Contractor shall supply and deliver adequate samples of all material proposed for use at no cost to the Engineer. Mix designs shall be submitted to the Engineer at 35 days in advance of proposed use when laboratory evaluation is performed. At least six test cylinders shall be molded from laboratory trial batches. Cylinder testing shall be performed as follows:

one at 7 days	one at 14 days	two at 28 days
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The remaining two cylinders shall be tested at the Engineer's direction.

Concrete used for sidewalks, driveways, curbs, gutters and curb ramp construction shall be 2,500 psi mix in accordance with subsection 201-1. Concrete shall contain lampblack in the amount of one pound per cubic yard.

Concrete used for PCC pavement spot repairs shall have a compressive strength of 3,000 psi in 24 hours. Refer to Concrete Pavement Replacement and Concrete Pavement Joint details in the Attachment at the end of the Special Provisions. With the approval of the Engineer, the repair location can be closed to traffic for up to 3 days on a case by case basis with the use of concrete with a compressive strength of 3,250 psi when opened to traffic. The traffic control will be included as part of the PCC pavement spot repair work and no additional compensation shall be allowed therefor. The minimum size of the repair is 3 feet by 3 feet.

Payment: Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and doing all work involved for concrete tests of all concrete construction as shown on the plans, as required by the Standard Specifications and these Special Provisions, or as directed by the Engineer, shall be considered as included in the price bid for the other bid items, and no additional compensation shall be allowed therefor.

The price paid per cubic yard of PCC Pavement shall include full compensation for furnishing all labor, materials, tools and equipment, and for doing all work including excavation, disposal of waste material, backfill, metal dowel bars, and all other incidental work involved in furnishing and installation of the PCC pavement complete in place as shown on the plans and herein specified.

201-1.4 Mixing.

201-1.4.3 Transit Mixers.

ADD NEW ITEM TO LIST IN 7TH PARAGRAPH OF SUBSECTION 201-1.4.3:

- h) Time and date of batching and Revolution counter reading at time of batching and at time of discharge.

201-2 STEEL REINFORCEMENT FOR CONCRETE.

201-2.2.3 Wire Mesh Reinforcement.

ADD THE FOLLOWING PARAGRAPH TO SUBSECTION 201-2.2.3:

Wire mesh used as reinforcement shall only be a flat sheet. Rolled mesh shall be permitted only when authorized by the Engineer.

SECTION 203 – BITUMINOUS MATERIALS

The following PG asphalt mixes shall be used unless otherwise specified:

- Upper Course (Top 2" of AC) or AC OVERLAY: 1/2" Maximum Aggregate, Type C2 Mix from Table 203-6.4.3 (A) Bituminous Pavement Mixture PG64-10 with 15% reclaimed asphalt pavement (RAP)
- Lower Course(s) (more than 2" below surface) or AC BASE REPAIR: 3/4" Maximum Aggregate, Type B Mix from Table 203-6.4.3 (A) - Bituminous Pavement Mixture PG64-10 with 15% reclaimed asphalt pavement (RAP)

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203-3 EMULSIFIED ASPHALT - CRACK SEAL

ADD THE FOLLOWING PARAGRAPH TO SUBSECTION 203-3.1:

The Contractor shall provide the Engineer with a Certificate of Compliance conforming to the provisions for each shipment of crack sealant. The certificate shall certify that the sealant conforms to the specifications, and shall be accompanied with storage and heating instructions and cautions for the material. The crack sealant shall be readily handled at ambient temperature, shall be capable of being stored for periods of up to 6 months, shall withstand freeze-thaw cycles and shall contain no volatile organic compounds which may contribute to air pollution. The base material shall remain ductile with aging and provide resiliency

under extreme climatic conditions.

Contractor shall clean and dry all cracks prior to sealing. All vegetation shall be removed with torch or spray. Once seal is applied, a soft rubber, U-shaped squeegee shall be used to form a wipe zone approximately 3-4 inches wide along the crack and flush to pavement surface.

Contractor shall provide crack sealing within all project pavement limits receiving bonded wearing course treatment. Sealing shall be applied to only cracks from 1/2" to 2" wide cracks.

203-3.6 Measurement and Payment.

REVISE SUBSECTION 200-2.4.2 TO READ:

Payment for furnishing and applying flexible joint and crack sealant will be made as linear foot price bid for Crack Seal.

The linear foot price paid for Crack Seal shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in sealing cracks, complete in place, including furnishing and applying sand and for brooming excessive sand as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Full compensation for cleaning and sealing cracks in adjacent paved shoulders shall be considered as included in the linear foot price paid for Crack Seal and no additional compensation will be allowed therefor.

203-16 BONDED WEARING COURSE

203-16.1 General Summary. This work includes producing and placing bonded wearing course (BWC). Bonded wearing course consists of gap graded and polymer modified hot mix asphalt (HMA) placed over a membrane of polymer modified asphaltic emulsion in a single pass with an integrated paving machine.

Bonded wearing course shall conform with the specifications for HMA Type A under Section 39, "Hot Mix Asphalt," of the Caltrans Standard Specifications. Use the Standard construction process.

203-16.2 Submittals. With the job mix formula (JMF) submittal, submit:

1. Film thickness for HMA on a Contractor Job Mix Formula Proposal form
2. Target residual rate for asphaltic emulsion membrane

Within three business days following the first delivery of asphaltic emulsion, submit test results to the City for asphaltic emulsion properties performed on a sample taken from asphaltic emulsion delivered. Test results must be from an AASHTO accredited laboratory. Test results must comply with the table "Asphaltic Emulsion Membrane."

Within 1 business day of each job site delivery of asphaltic emulsion, submit to the City of Oakland Testing Lab a 2-quart sample and a Certificate of Compliance in compliance with Caltrans Section 6-1.07, "Certificates of Compliance," of the Standard Specifications. Ship each sample so that it is received at the Transportation Laboratory within 48 hours of sampling. Label each asphaltic emulsion sampling container with:

1. Emulsion producer and location
2. Asphaltic emulsion type
3. Percent of water
4. Sampling location, time and date
5. Contract number
6. Resident Engineer

Each day BWC-G is placed, submit the residual and application rate for asphaltic emulsion membrane.

During production, submit certified volume or weight slips for the materials supplied.

203-16.3 Quality Control and Assurance. Sample BWC-G in two 1-gallon metal containers. Sample HMA from either a truck or the material transfer device (MTV) hopper. Perform sampling and testing at the specified frequency for the following quality characteristics:

BWC-G Minimum Quality Control

Quality Characteristic	Test Metho	Minimum Sampling and Testing	Location of Sampling	Requirement
Aggregate gradation	CT 202	1 per 750 tons and any remaining part. Take samples in two 1-gallon metal cans	CT 125	JMF ± Tolerance ^a
Sand equivalent (min.) ^b	CT 217			47
Asphalt binder content (%)	CT 379 or 382		Truck or MTV Hopper	JMF ± 0.45
HMA moisture content (% , max.)	CT 226 or CT 370	1.0		
Aggregate moisture content at continuous mixing plants ^c	CT 226 or CT 370	2 per day during production	CT 125	--
Percent of crushed particles Coarse aggregate (% , min.) Two fractured faces Fine aggregate (% , min) (Passing No. 4 sieve and retained on No. 8 sieve.) One fractured face	CT 205	As necessary and designated in the QCP. At least once per project		90
Los Angeles Rattler (% max.) Loss at 100 rev. Loss at 500 rev.	CT 211			85
Fine aggregate angularity (% min.)	CT 234			12 35
Flat and elongated particles (% , max. by weight @ 3:1)	CT 235			45
Smoothness	Section 39-1.12			25
Asphaltic Emulsion Membrane	Various	At least once per paving day		--
	ASTM D 2995		Delivery truck	Specified in "Materials"
			QC plan At the job site	Submitted target application rate ± 0.02 gallons per square yard under ASTM D 2995

Notes:

^a The tolerances must comply with the allowable tolerances in "Aggregate."

^b Report the average of 3 tests from a single split sample.

^c For adjusting the plant controller at the HMA plant.

The Engineer samples for acceptance testing and tests for:

Acceptance

Quality Characteristic				Test Method	Requirement
Aggregate gradation				CT 202	JMF \pm Tolerance ^a
Sieve	1/2-inch	3/8-inch	No. 4		
3/8"	X	--	--		
No. 4	--	X	X		
No. 8	X	X	X		
No. 200	X	X	X		
Asphalt binder content (%)				CT 379 or 382	JMF \pm 0.45
Sand equivalent (min.) ^b				CT 217	47

Percent of crushed particles coarse aggregate (% min.) Two fractured faces	CT 205	90
Fine aggregate (% min) (Passing No. 4 sieve and retained on No. 8 sieve.) One fractured face		85
HMA moisture content (% , max.)	CT 226 and CT 370	1.0
Smoothness	Standard Specifications Section 39-1.12	12-foot straightedge and must-grind
Asphalt binder	Various	Standard Specifications Section 92
Asphaltic emulsion membrane	Various	"Materials"
Asphaltic emulsion membrane	ASTM D 2995	Submitted target residual rate \pm 0.01 gallons per square yard

Notes:

^a The tolerances must comply with the allowable tolerances in "Aggregate."

^b The Engineer reports the average of 3 tests from a single split sample.

Sample asphaltic emulsion under AASHTO T 40. For each job site delivery of asphaltic emulsion, take a 2- quart sample in the presence of the Engineer. Take samples from the delivery truck mid-load from a sampling tap or thief. If the sample is taken from the tap, draw and discard 4 quarts before sampling.

If the Contractor unloads asphalt binder or asphaltic emulsion into bulk storage tanks, do not use material from the tanks until the Contractor submits test results for a sample taken from the bulk storage tank performed by an AASHTO accredited laboratory.

203-16.4 Materials.

203-16.4.1 Asphaltic Emulsion Membrane

Asphaltic emulsion for membrane must comply with:

Asphaltic Emulsion Membrane

Properties	Test Method	Specification	
		Min.	Max.
Saybolt-Furol viscosity, at 25 °C, s	AASHTO T59	20	100
Sieve test on original emulsion (at time of delivery), %		-	0.05
24-hour storage stability, %		-	1
Residue by evaporation, %	California Test 331	63	--
Tests on residue from evaporation test:			
Torsional recovery, measure entire arc of recovery, at 25 °C, %	California Test 332	40	--
Penetration (0.01 mm) at 25 °C	AASHTO T49	50	150
If using PG 76-22 PM asphalt binder		70	200
If using PG 64-28 PM asphalt binder			

203-16.4.2 Asphalt Binder. The grade of asphalt binder mixed with aggregate for HMA must be PG 64-16 PM.

203-16.4.3 Aggregate. The aggregate for HMA in BWC-G must comply with the 3/8-inch grading specified in the aggregate gradation table:

Aggregate Gradation (Percent Passing)

HMA (Bonded Wearing Course – Gap Graded)

3/8-inch HMA		
Sieve Sizes	Target Value Limits	Allowable Tolerance
1/2"	100	—
3/8"	80-100	TV ±6
No. 4	25 – 40	TV ±7
No. 8	19 – 32	TV ±5
No. 16	16 – 22	TV ±5
No. 30	10 – 18	TV ±4
No. 50	8 – 13	TV ±4
No. 100	6 – 10	TV ±2
No. 200	4 – 7	TV ±2

Before the addition of asphalt binder or lime treatment, aggregate must comply with:

Aggregate Quality

Quality Characteristic	Test Method	Requirement
Percent of crushed particles	CT 205	90
Coarse aggregate (% min.)		
Two fractured faces		
Fine aggregate (% min.)	CT 211	85
(Passing No. 4 sieve and retained on No. 8 sieve.)		
One fractured face		
Los Angeles Rattler (% max.)	CT 217	12
Loss at 100 Rev.		
Loss at 500 Rev.		
Sand equivalent ^a (min.)	CT 217	47
Fine aggregate angularity (% min.)	CT 234	45
Flat and elongated particles	CT 235	25
(% max. by weight @ 3:1)		

Note:

^a Reported value must be the average of 3 tests from a single sample.

Do not use reclaimed asphalt pavement in BWC-G.

203-16.5 Hot Mix Asphalt Design Requirements.

203-16.5.1 Hot Mix Asphalt for Job Mix Formula. Determine the proposed JMF from a mix design that complies with:

Hot Mix Asphalt for Job Mix Formula

Quality Characteristic	Test Method	Requirement
Film thickness, (µm min.)	Asphalt Institute MS-2 Table 6.1 Note a	10.0
Drain Down (% max.)	AASHTO T-305 ^b	0.1%

Notes:

^a Film thickness is calculated based on effective asphalt content and determined as follows:

$$FT = \left(\frac{P_{be}}{SA \times G_b \times 1000} \right) \times 10^6$$

where:

FT = Film Thickness in µm

P_{be} = Effective asphalt content by weight of aggregate using

Lab Procedure LP-4.

SA = Estimated surface area of the aggregate blend in m²/kg from Table 6.1 in the Asphalt Institute Manual Series No. 2 (MS-2).

G_b = Specific gravity of asphalt binder

^b Combine aggregate and asphalt at binder supplier's recommended mixing temperature. Coated aggregates that fall through the wire basket during loading will not be considered as "drain down" and are returned to the basket before conditioning at 350 °F for one hour.

The Optimum Binder Content (OBC) must be greater than 5.2 percent by weight of dry aggregate.

Voids in mineral aggregate, voids filled with asphalt, dust proportion, and stabilometer value are not required for the JMF.

203-16.5.2 Job Mix Formula Verification. The Engineer verifies the JMF by testing for compliance with the specifications for:

1. Aggregate quality
2. Aggregate gradation (JMF TV ± tolerance)
3. Asphalt binder content (JMF TV ± tolerance)
4. Film Thickness

203-16.6 Construction.

203-16.6.1 Mixing. Aggregate must not be more than 350 °F when mixed with asphalt binder. For continuous mixing, the completed mixture must not be more than 350 °F at the mixer discharge. **Do not store HMA more than 8 hours.**

203-16.6.2 Spreading and Compacting Equipment. Use an integrated distributor-paver capable of spraying the asphaltic emulsion membrane, spreading the HMA, and leveling the mat surface in 1 pass.

Apply asphaltic emulsion membrane at a uniform rate for the full paving width. The asphaltic emulsion membrane must not be touched by any part of the paver including wheels or tracks.

If the spray bar is adjusted for changing pavement widths, the paver must prevent excess spraying of asphaltic emulsion beyond 2 inches of the HMA edge.

Use a material transfer vehicle (MTV) to receive HMA directly from the truck (without dumping on the ground) and deliver to the paver's receiving hopper or feed system. The MTV must:

1. Remix the HMA with augers before loading the paver
2. Have sufficient capacity to prevent stopping the paver

The paver must have a full-width, heated vibratory screed that uniformly spreads and finishes the HMA.

Compact HMA with steel-tired, 2-axle tandem rollers. Each roller must weigh from 126 to 172 pounds per linear inch of drum width.

203-16.6.3 Transporting, Spreading and Compacting. Apply asphaltic emulsion membrane on dry or damp pavement with no free water. Apply asphaltic emulsion when the atmospheric and pavement temperatures are above 45 °F.

Before spreading HMA, apply asphaltic emulsion membrane under Section 94, "Asphaltic Emulsions," of the Standard Specifications. Apply emulsion at a temperature from 120 to 180 °F and in a single application at the residual rate specified for the condition of the underlying surface. Choose a target residual rate from the following:

Asphaltic Emulsion Membrane Target Residual Rate

Surface to Receive Asphaltic Emulsion Membrane	Target Residual Rates (gallons per square yard)
PCC pavement	0.09 -
Dense, compacted, new HMA pavement	0.11 -
Open textured, dry, aged or oxidized AC pavement	0.13 -

If Contractor request and the Engineer authorizes, you may change the asphaltic emulsion membrane application rates.

Spread HMA after applying asphaltic emulsion membrane and before the asphaltic emulsion

membrane has spread beyond the area to be covered by the HMA. Do not apply asphaltic emulsion membrane more than once.

Construct a transverse joint when HMA remains in the paver for more than 30 minutes.

Do not reintroduce into the paving process HMA spread over asphaltic emulsion membrane.

Do not overlap or hot lap HMA. Pave through lanes after paving adjacent:

1. Shoulders
2. Tapers
3. Transitions
4. Road Connections
5. Driveways
6. Curve Widening
7. Turnouts
8. Turn Pockets
9. Ramps

For BWC-G placed on areas adjacent to through lanes that extend into the through lanes, cut the bonded wearing course to a neat, straight vertical line at the lane line.

If Contractor spills asphaltic emulsion into the paver hopper, stop paving and remove and dispose of the contaminated material.

When measured on the surface immediately behind the screed, the HMA must be at least 280 °F and the temperature across the mat should not vary by more than 25 °F. Do not take the temperature within 2 feet of the edge of the pavement. For each paver used, compact HMA with 2 coverages using 2 rollers with the vibrators turned off. Complete the first coverage before the surface temperature drops cover the exposed load until you transfer the mixture to the MTV. You may omit tarpaulins if the time from discharge to truck until transfer to the MTV is less than 30 minutes.

Do not allow traffic on BWC-G until the surface temperature is below 160 °F.

203-16.6.4 Smoothness If BWC-G is below 240 °F. Complete all compaction before the surface temperature drops below 180 °F.

If the atmospheric temperature is below 70°F, cover loads in trucks with tarpaulins. The tarpaulins must completely

placed over HMA constructed under the same project:

1. The top layer of the HMA must comply with smoothness specifications before placing bonded wearing course.
2. BWC-G must comply with straightedge and must-grind specifications.

For BWC-G placed over existing asphalt concrete, only the straightedge specifications for smoothness apply.

Remove and replace BWC-G not complying with the must-grind and straightedge specifications, except you may grind bonded wearing course for correcting smoothness:

1. At a transverse joint separating the BWC-G from pavement not constructed under the same project
2. Within 12 feet of a transverse joint separating the pavement from a bridge deck or approach slab

Place BWC-G on adjacent traveled way lanes so that at the end of each work shift, the distance between the ends of BWC-G layers on adjacent lanes is between 5 feet and 10 feet. Place additional BWC-G along the transverse edge at each lane's end and along the exposed longitudinal edges between adjacent lanes. Hand rake and compact the additional bonded wearing course to form temporary conforms. You may place Kraft paper or another approved bond breaker under the conform tapers to facilitate the taper removal when paving operations resume.

203-16.6.5 Conform Tapers Place shoulder conform tapers concurrently with the adjacent lane's paving.

Place additional bonded wearing course along the pavement's edge to conform to road connections and private drives. Hand rake, if necessary, and compact the additional bonded wearing course to form a smooth conform taper.

203-16.7 Measurement and Payment. Bonded Wearing Course – Gap Graded shall be measured by

the ton. Full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in placing bonded wearing course, as shown on the Project Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer shall be considered as included in the Contract unit price paid for "Bonded Wearing Course – Gap Graded" and no additional compensation shall be allowed therefor.

Asphaltic Emulsion Membrane shall be measured by the ton. Full compensation for furnishing all labor, material, tools, equipment and incidentals, and for doing all the work involved in placing asphaltic emulsion membrane, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer shall be considered as included in the Contract unit price paid for "Asphaltic Emulsion Membrane (BWC-G)" and no additional compensation shall be allowed therefor.

SECTION 206 – MISCELLANEOUS METAL ITEMS

ADD NEW SECTION 206-7 TO READ:

206.7 TRAFFIC SIGNS

206-7.1 General. The Contractor shall furnish specified traffic signs, mounting hardware, and sign poles as detailed in plan set.

206-7.1.1 Traffic Sign Fabrication. Contractor shall furnish and install specified regulatory and warning signs. Sign blades shall be fabricated with 0.080 inch aluminum using sheeting that meets the reflectivity standards of the most recent version of the California Manual on Traffic Control Devices. Signs shall be coated with clear, colorless, protective anti-graffiti film that can be easily cleaned using commercially available cleaning systems specifically recommended for this purpose. Signs shall be fabricated to materials manufacturer's specifications.

206-7.1.2 Sign Poles, Mounting Hardware, and Brackets. The Contractor shall supply and install 12' to 16', 2" square perforated 14 gage galvanized steel pole, 18" to 36" into the concrete sidewalk or dirt planter strip with 2 ½" x 2 ½" 12 gage sleeve with fillet weld. Roadside sign posts shall conform to Caltrans Standard Specification Section 56-2, Caltrans Standard Plans RS2 and RS3, and City of Oakland Standard Detail Drawing T-4 (modified to specify a 2" square perforated galvanized pole). Contractor shall supply and install mounting hardware/brackets as needed to install signs in accordance with Caltrans Standard Specification Section 56-2.

SECTION 210 -- PAINT AND PROTECTIVE COATINGS

210-1 PAINT.

210-1.6 Paint for Traffic Striping, Pavement Marking, and Curb Marking.

210-1.6.5 Reflective Material.

REPLACE THE LAST PARAGRAPH OF SUBSECTION 210-1.6.5 WITH THE FOLLOWING TWO PARAGRAPHS:

Thermoplastic traffic striping shall be reflectorized material applied to the road surface in a molten state by extrusion method or as approved by the Engineer. It shall have surface application of glass beads, which upon cooling to normal pavement temperature shall produce an adherent reflectorized stripe of the specified thickness and width, and shall be resistant to deformation by traffic. Thermoplastic material shall conform to State Specification PTH-02ALKYD (Alkyd Binder). Glass beads to be applied to the surface of the molten thermoplastic material shall conform to the requirements of State Specification 8010-004.

Thermoplastic striping application shall conform to Section 84.2.04 of State Specifications and the requirements included herein. Thermoplastic material shall be applied at a thickness of 0.125 to 0.188 inch. Glass beads shall be applied immediately to the surface of the molten thermoplastic material by an automatic bead dispenser closely behind the striped line. The glass bead dispenser shall be equipped with an automatic cut-off control that shall be synchronized with the cut-off of the thermoplastic material. Beads shall be applied at the rate of not less than 10 pounds per 100 square feet.

210-2 PLASTIC LINER.

DELETE ALL SUBSECTIONS OF SECTION 210-2 EXCEPT FOR SUBSECTION 210-2.33 Chemical Resistance Test (Pickle Jar Test).

210-5 POLYVINYL CHLORIDE (PVC) COATINGS.

DELETE THE SUBSECTION.

SECTION 211 - MATERIAL TESTS

REPLACE SUBSECTION 211-1.1 TO READ:

211-1.1 Laboratory Maximum Density. Laboratory maximum density shall be determined by California Test Method No. 216, Part II.

REPLACE SUBSECTION 211-1.2 TO READ:

211-1.2 Field Density. Field density shall be determined by California Test Method 231.

ADD NEW SUBSECTION 211-4 TO READ:

211-4 IMPORT FILL MATERIAL.

The following subsection shall be used for all City projects where fill material is imported for any purpose.

211-4.1 Definitions.

- (1) **Import Material:** Any fill identified for import to the project site from an offsite location, including but not limited to: soil, gravel, crushed rock, rock dust, crushed concrete, sand, compost and biosolids (organic matter recycled from sewage).
- (2) **Source Area:** The location from which the Import Material originated.
- (3) **Chemical of Concern:** Any chemical identified for analysis per 211-4.2.2.
- (4) **Pathogen of Concern:** Any pathogen identified for analysis per 211-4.2.2.

211-4.2 General.

1. **Import Material Certification.** The Contractor shall submit an original, signed copy of the Import Material Certification Form (**Attachment 12** at the end of these Special Provisions) to the Engineer at least 15 working days prior to delivering Import Material to the construction site. A separate form shall be submitted for each separate Import Material and Source Area. The Contractor shall attach the following documentation to the Import Material Certification Form:
 - c. Chemical and Pathogen of Concern analysis results for the Import Material, including laboratory data sheets, chain-of-custody documentation, description of sample collection methods, and any additional information pertinent to assessing the potential for the Import Material to be contaminated by Chemicals or Pathogens of Concern;
 - d. Class A (pathogen reduction), Exceptional Quality (low heavy metals concentrations) documentation if the Import Material is biosolids.
2. **Sampling and Analysis of Import Material.** Unless otherwise agreed to in writing by the Engineer, the Contractor shall comply with the sampling, handling and analytical protocol outlined below.
 - a. The Contractor shall collect samples per the frequency outlined in Table 211-4.2(A).

Table 211-4.2(A). Sampling Frequency for Import Material Characterization¹

Volume of Import Material	Sampling Frequency
< 1,000 cubic yards	1 sample per 250 cubic yards

1,000 to 5,000 cubic yards	4 samples for first 1,000 cubic yards + 1 sample for each additional 500 cubic yards
>5,000 cubic yards	12 samples for first 5,000 cubic yards + 1 sample for each additional 1,000 cubic yards

¹Source: Department of Toxic Substances Control, "Information Advisory: Clean Imported Fill Material", October 2001.

All samples shall be representative of Import Material conditions at the time of import. Composite samples shall be considered acceptable unless analysis for volatile organic compounds (VOCs) is required, in which case individual discrete samples shall be submitted for analysis. Composite samples shall consist of no more than four discrete samples. All compositing of samples must be performed by a California State-certified laboratory. The sampling, handling, and preservation shall be completed in accordance with the procedures outlined in EPA Document SW-846.

- b. All analyses of chemicals and pathogens shall be performed by a California State-certified laboratory.

Table 211-4.2(B) outlines, by Source Area land use history, the Chemicals of Concern and prescribed analytical methods to be followed for characterization of Import Material that is soil or aggregate (not recycled).

Table 211-5.2(B). Required Analyses by Source Area Land Use History – Soil and Aggregate (Not Recycled)

Source History	Chemicals of Concern + Analytical Methods
Virgin, undeveloped property	heavy metals (EPA methods 6010B and 7471A); asbestos (OSHA method ID-191)
History of residential use	heavy metals (EPA methods 6010B and 7471A); asbestos (OSHA method ID-191); TPH (modified EPA method 8015)
History of agricultural activity	heavy metals (EPA methods 6010B and 7471A); asbestos (OSHA method ID-191); TPH (modified EPA method 8015); organo-chlorine pesticides (EPA method 8081A or 8080A); organo-phosphorus pesticides (PEA method 8141A); chlorinated herbicides (EPA method 8151A)
History of commercial / industrial activity	heavy metals (EPA methods 6010B and 7471A); asbestos (OSHA method ID-191); TPH (modified EPA method 8015); VOCs (EPA method 8021 or 8260B, as appropriate, and combined with collection by EPA method 5035); semi-VOCs (EPA method 8270C); PCBs (EPA method 8082 or 8080A) ¹

¹For railroad properties, the Contractor must also analyze Import Material for chlorinated herbicides per EPA method 8151A.

If the Contractor is unable to determine a complete land use history of the Source Area to the satisfaction of the Engineer, the Contractor shall be obliged to undertake all the analyses listed in Table 211-4.2(B).

Table 211-4.2(C) prescribes the analytical methods to be followed for characterization of Import Material that consists of the following recycled products: aggregate (e.g., crushed concrete, asphalt, etc.); compost; and biosolids.

Table 211-4.2(C). Required Analyses – Recycled Material

Import Material	Chemicals/Pathogens of Concern + Analytical Methods
Recycled aggregate	heavy metals (EPA methods 6010B and 7471A); asbestos (OSHA method ID-191); TPH (modified EPA method 8015); PCBs (EPA method 8082 or 8080A)

Compost	heavy metals (EPA methods 6010B and 7471A); organo-chlorine pesticides (EPA method 8081A or 8080A); organo-phosphorus pesticides (PEA method 8141A); chlorinated herbicides (EPA method 8151A); fecal coliform (EPA method 1680); salmonella (EPA method 1682) ¹
Biosolids ²	heavy metals (EPA methods 6010B and 7471A); semi-VOCs (EPA method 8270C); PCBs (EPA method 8082 or 8080A)

¹List of required analyses based on *Compost Quality Standards and Testing Protocol*, Alameda County Waste Management Authority (2006)

²Biosolids must also have been designated Class A for pathogen reduction.

In addition to meeting the screening criteria outlined in 211-4.3 for the chemicals of concern listed in Table 211-4.2(C) above, all biosolids must:

- (1) be designated Class A per *40 CFR 503.8* (i.e., no detectible concentrations of the following pathogens: enteric viruses, fecal coliform, helminth ova, and salmonella); and
- (2) be designated Exceptional Quality (i.e., low heavy metals concentrations per Table 3 of *40 CFR 503.13*).

The Contractor may use sewage plant data to confirm the Class A designation. For Chemicals of Concern, the Contractor must provide data from analyses run on stockpile samples of the actual material to be imported (i.e., general sewage plant data for the Chemicals of Concern listed in Table 211-4.2(C) above are insufficient).

3. **Verification by City:** The City may, at its option and at any time, collect samples of Import Material to verify that it meets the specifications outlined in 211-4. The Contractor shall fully cooperate in the collection of the samples.

If the resulting chemical or pathogen analyses indicate that the material does not meet the specifications outlined in 211-4, the Contractor shall be responsible for providing, to the satisfaction of the Engineer, subsequent sampling and analyses at the Contractor's sole expense to determine the extent of out-of-specification material delivered to the construction site.

If the Contractor uses Import Material that is, or is found to be, not in accordance with the specifications of 211-4, the Contractor shall promptly remove all out-of-specification Import Material. The Contractor shall verify, to the satisfaction of the Engineer, that all out-of-specification Import Material has been removed and any effects from its placement at the site have been mitigated sufficiently. The subsequent disposal of the out-of-specification Import Material shall be the sole responsibility and at the sole expense of the Contractor. The City shall not be liable for, nor will it pay, any additional costs incurred by the Contractor for the characterization, removal, disposal, or replacement of the out-of-specification Import Material.

211-4.3 Screening Levels for Import Material.

1. **All Chemicals of Concern, Except Lead.** No Import Material with one or more Chemicals of Concern at a concentration greater than the current San Francisco Bay Region Water Quality Control Board Environmental Screening Level (ESL) available at www.waterboards.ca.gov/sanfranciscobay/esl.htm shall be accepted ("Screening for Environmental Concerns at Sites with Contaminated Soil and Groundwater", Table A).
2. **Lead.** No Import Material with total lead concentrations at or greater than ten times the Soluble Threshold Limit Concentration (STLC) published in Title 22 of the California Code of Regulations shall be accepted. (As of January 1, 2008, the acceptable total lead concentration is <50 mg/kg.)
3. **Pathogens of Concern.** No Import Material with one or more Pathogens of Concern at detectable levels shall be accepted.

SECTION 213-ENGINEERING FABRICS

213-1 PAVEMENT FABRIC.

NO PAVEMENT FABRIC SHALL BE USED, DELETE SUBSECTION

PART 3 - CONSTRUCTION METHODS

Part 3 of the Special Provisions shall conform to Part 3 of the Standard Specifications except as modified herein.

SECTION 300-EARTHWORK

300-1 CLEARING AND GRUBBING.

300-1.3 Removal and Disposal of Materials.

ADD THE FOLLOWING PARAGRAPH TO THE BEGINNING OF SUBSECTION 300-1.3:

Sawcuts through bituminous pavement shall be six inches. Sawcuts through concrete pavement shall be full depth. No stomping of concrete pavement will be allowed. Where bituminous pavement overlies concrete pavement, the sawcut depth shall be to the bottom edge of the concrete.

300-1.3.2 (a) Bituminous Pavement.

DELETE THE SECOND SENTENCE OF THE SUBSECTION.

300-1.3.2 (b) Concrete Pavement.

DELETE THE SECOND SENTENCE OF THE SUBSECTION.

300-1.3.2. (c) Concrete Curb, Walk, Gutters, Cross Gutters, Driveways, and Alley Intersections.

REPLACE THE FIRST SENTENCE OF THE PARAGRAPH WITH THE FOLLOWING:

Concrete shall be removed to neatly sawed edges.

REPLACE THE LAST SENTENCE OF THE PARAGRAPH WITH THE FOLLOWING:

Curb and gutter shall be sawed on a neat line at right angles to the curb.

ADD THE FOLLOWING SENTENCE TO THE END OF THE SUBSECTION:

Sawcutting for curb ramps shall be to the exterior dimensions of the proposed ramp only. ***No demolition work for sidewalks or curb ramps may be performed on a Friday.***

ADD NEW SUBSECTION TO READ:

300-1.3.3 Removal of Traffic Striping and Pavement Markings.

Traffic striping and pavement markings shall be removed before any change is made in the traffic pattern. Traffic Striping and pavement markings shall be removed to the fullest extent possible from the pavement by abrasive methods.

Any "shadows" left after the removal of pavement arrows, STOP legends or YIELD legends shall form a rectangle perpendicular to the street's center line. This rectangle shall be of sufficient size to encompass the totality of the pavement arrows and legends removed. Sand or other material deposited on the pavement shall be removed as the work progresses. Accumulations that might interfere with drainage or constitute a hazard to traffic will not be permitted.

Removal of traffic striping will be measured and paid for by the liner foot. Double or triple traffic stripes will be measured as two or three traffic stripes, respectively. Each square foot pavement markings removed will be considered as three liner feet of traffic stripe. In measuring traffic striping, a deduction will be made for gaps in broken stripings. All paint evident in these gaps shall be removed to the fullest extent possible as part of the traffic striping removal.

If no item is shown in the Proposal, the Engineer shall establish payment for required traffic striping and pavement markings removal in accordance with 3-2.

SECTION 301 - TREATED SOILS, SUBGRADE, PREPARATION AND PLACEMENT OF BASE MATERIALS

301-1 SUBGRADE PREPARATION.

ADD THE FOLLOWING PARAGRAPH TO THE END OF SUBSECTION 301-1:

On paving jobs, the Contractor shall lower all structures (e.g. manholes, water valves, etc.) to the grading depth if it is expected that the surface will be graded and remain unpaved for more than five working days.

301-1.6 Adjustment of Manhole Frame and Cover Sets to Grade.

ADD THE FOLLOWING PARAGRAPH TO THE END OF SUBSECTION 301-1.6:

Concrete grade rings for extensions shall be a maximum of six inches thick. Extensions will be limited to a

maximum height of 18 inches. All structures shall be clearly marked or referenced, covered with building paper, and paved over. Adjustment of manholes shall be made after overlay resurfacing has been completed.

301-2 UNTREATED BASE.

301-2.4 Measurement and Payment.

ADD THE FOLLOWING TO THE END OF THE SUBSECTION TO READ:

Crushed Aggregate Base Payment: Full compensation for labor material, equipment and incidentals to deliver and compact the crushed aggregate base to the limit specified in the plans and special provisions for crushed aggregate base shall be paid for other bid items of work involved, and no additional compensation will be allowed therefor.

Processed Miscellaneous Base Payment: Full compensation for labor material, equipment and incidentals to deliver and compact the processed miscellaneous base to the limit specified in the plans and special provisions for processed miscellaneous base shall be paid for other bid items of work involved, and no additional compensation will be allowed therefor.

SECTION 302 - ROADWAY SURFACING

302-1 COLD MILLING OF EXISTING PAVEMENT

302-1.1 General

ADD THE FOLLOWING PARAGRAPH TO THE END OF SUBSECTION 302-1.1

The milled pavement shall not remain unpaved no longer than 2 working days. For each consecutive calendar day in excess of the 2 working days, the Contractor shall pay to the City or the City may deduct from monies due the Contractor, the sum of \$500.00 per paving segment per day, unless otherwise provided in the contract documents.

302-1.12 Payment

ADD THE FOLLOWING PARAGRAPH TO THE END OF SUBSECTION 302-1.12:

Streets scheduled for full-width milling and removal of asphalt concrete pavement shall be measured for by the square yard.

The quantity to be paid for shall be the actual square yards of surface milled irrespective of the number of passes required to attain the specified depth and width of cut.

Asphalt concrete shall be removed from driveways and around all structures in the milled area as directed by the Engineer as part of the full-width milling of asphalt concrete pavement work and no additional measurement will be made therefor.

Paving around structures and patching irregularities to make the area safe shall be included as part of the full-width milling of asphalt concrete pavement work and no additional measurement will be made therefor.

Removal and proper disposal of traffic striping, pavement markings, and pavement markers shall be included as part of the full-width milling of asphalt concrete pavement work and no additional measurement will be made therefor.

The unit price for bid item "Offhaul and Disposal of Pavement Fabric" shall include full payment for the additional dump fees of pavement grindings that contain fabric. The contractor shall provide the City locations where fabric was removed along with bid quantity of measure by the square yard for each progress payment. The price to be paid for full-width milling and asphalt base repair still applies. The quantity of this item set forth on the Bid Sheet is nominal only. These quantities may be greatly increased or decreased depending upon the actual field condition or as directed by the Engineer. The increase or reduction of these quantities as compared with those set forth on the Bid Sheet shall not constitute a basis for claim by the Contractor for extra payment or damages.

REVISE SUBSECTION 302-5.4 TO READ:

302-5.4 Tack Coat.

CHANGE THE FIRST SENTENCE OF THE FIRST PARAGRAPH TO READ:

If the asphalt concrete pavement is being constructed directly upon an existing hard-surfaced pavement, a tack coat of PG64-10 paving asphalt at an approximate rate of 0.25 L/m² (0.05 gallon per square yard) or SS-1 h emulsified asphalt at an approximate rate of 0.25 L/m² to 0.45 L/m² (0.05 to 0.10 gallon per square

yard) shall be uniformly applied upon the existing pavement preceding the placement of the asphalt concrete.

CHANGE THE THIRD PARAGRAPH TO READ:

The contact surfaces of all cold pavement joints, curbs, gutters, manholes, and the like shall be painted with either Grade SS-1h emulsified asphalt or PG64-10 paving asphalt immediately before the adjoining asphalt concrete is placed.

ADD NEW SUBSECTION 302-5.10 TO READ:

302-5.10 Asphalt Concrete Curbs.

302-5.10.1 Description. This work shall consist of constructing asphalt concrete curbs as indicated on the plans.

302-5.10.2 Materials. Asphalt concrete shall conform to provisions set forth in the Standard Specifications under "Asphalt Concrete." Maximum aggregate size shall be 3/8 inch (9.5mm). Asphalt concrete shall be dense graded. The amount of asphalt binder used in asphalt concrete for curbs shall be increased not less than one percent (1%) by weight of the aggregate over the amount of asphalt binder used in the asphalt concrete placed on the traveled way. Unless shown on the plans or Special Provisions, the type of mix shall be 1/2" Maximum Aggregate, Medium 15% recycled Asphalt, Type A, conforming to 400-4, or as directed by the Engineer. The courses shall be to the dimensions shown on the plans or Special Provisions.

302-5.10.3 Construction. Asphalt concrete curbs shall be constructed true to line and grade. They shall be shaped and compacted with an extrusion machine or other equipment capable of shaping and compacting the material to the required cross section.

302-5.10.4 Measurement and Payment. The length of asphalt concrete curbs to be paid for will be the horizontal length of curb actually constructed within the limits indicated on the plans. Measurement will be to the nearest foot, measured along the curb line.

The price paid per linear foot of asphalt concrete curbs shall include full compensation for furnishing all labor, materials, tools and equipment, and for doing all work including excavation, disposal of waste material, backfill, and all other incidental work involved in furnishing and installing the concrete curbs complete in place as shown on the plans and herein specified.

302-7 PAVEMENT FABRIC.

302-7.2 Placement.

302-7.2.2 Tack Coat.

CHANGE THE FIRST SENTENCE OF THE FIRST PARAGRAPH TO READ:

The tack coat shall be PG 64-10 paving asphalt.

ADD NEW SUBSECTION 302-11 TO READ:

302-11 ASPHALT CONCRETE SPEEDBUMPS.

Existing asphaltic concrete undulations disturbed by the Contractor's operation shall be restored in accordance with these Specifications and in conformity to the City of Oakland Standard Detail T-6.

1. Construction of asphalt concrete speedbumps shall conform to the applicable provisions of Section 203 of the Standard Specifications with the exception that asphaltic concrete shall not be placed until the air temperature is at least 60°F and rising. When necessary and directed by the Engineer, a tack coat of asphaltic emulsion, ss-1, conforming to the Standard Specifications, mixed with equal parts of water, shall be applied to the surface at an application rate of 0.05 to 0.15 gallons per square yard. The street surface shall be dry and clean to the engineer's satisfaction prior to applying the tack coat.
2. The asphalt used shall be viscosity grade PG 64-10, unless otherwise directed by the Engineer, and shall conform to the Standard Specifications.
3. Aggregate grading shall conform to the following:

<u>Sieve Size</u>	<u>% Passing Sieve</u>	<u>Sieve Size</u>	<u>% Passing Sieve</u>
1/2"	100	No. 8	52-69
3/8"	95 - 100	No. 30	23 - 40
No. 4	67 - 83	No. 200	3 - 10

4. Suitable feathered connections to existing pavement shall be made as directed by the Engineer.
5. The Contractor shall restore speedbumps to the heights and shape as shown on Standard Detail T-6.

6. The Engineer will not accept any speedbump that is less than 3.3" in height or exceeds a maximum 3.8" in height or that is not of the shape shown on the Standard Detail T-6.
7. The Contractor shall restore the speedbump across the entire width of the street from the lip of gutter to lip of gutter as shown on the Standard Detail T-6.
8. The Contractor shall also restore pavement striping on the finished speedbumps before the speedbumps are open to traffic.
9. **Pavement Markings and Striping:** Unless otherwise directed by the Engineer, pavement markings and striping shall conform to the following requirements:
 - a. All pavement markings and striping shall be in white thermoplastic. Thermoplastic material and its application shall conform to 310-5.6.1.
 - b. Pavement marking letter height shall be eight (8) feet per Caltrans standard.
 - c. Speedbump striping shall conform to the pattern shown in Standard Detail T-6. Each undulation shall be striped before it is opened to traffic. **Streets must be clear except during construction hours.**
 - d. If permanent striping cannot be installed prior to opening of the speedbump to traffic, the Contractor shall install temporary striping using white construction grade tape conforming to CALTRANS Specifications. Temporary striping shall be replaced within ten working days.
10. **Payment** for speedbump restoration, pavement marking and for speedbump striping shall be included in the bid price for other work, and shall include full compensation for furnishing labor, materials, tools and equipment and for installing temporary reflective tape. No additional payment shall be made.

302-11.1 Construction. Asphalt concrete bumps shall be constructed true to line and grade. They shall be shaped and compacted with an extrusion machine or other equipment capable of shaping and compacting the material to the required cross section.

302-11.2 Measurement and Payment. The undulation base bid item price paid shall include full compensation for furnishing all labor, materials, tools and equipment, and for doing all work including excavation, disposal of waste material, backfill, and all other incidental work involved in furnishing and installing the asphalt concrete bumps complete, compacted in place as shown on the plans and herein specified. Price shall include mobilization, traffic control, and markings.

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS.

ADD THE FOLLOWING TO THE END OF SECTION 303-5:

Concrete for sidewalks, curb and gutters, access ramp, curb ramps, and driveways shall conform to 201-1, "Portland Cement Concrete." Sawcutting for curb ramps shall be to the exterior dimensions of the curb ramp.

Expansion joints, 1/4 inch wide, shall be installed in curb, gutter, and sidewalks at each side of a structure (e.g. curb ramps) and at the ends of curb returns. Weakened plane joints 1-inch deep shall be placed in the curb, gutter and sidewalks at 10-foot intervals.

303-5.1 Requirements.

303-5.1.1 General.

ADD THE FOLLOWING PARAGRAPHS TO THE END OF SUBSECTION 303-5.1.1:

If the sidewalk curb return area is disturbed by the Contractor's operations, a curb ramp in accordance with the latest State of California, Department of Transportation, Standard Specifications and Standard Plans shall be constructed with the Engineer's approval. It shall be the Contractor's responsibility to coordinate the relocation or readjustment of interfering utility boxes.

Installation of underground facilities, such as building sewer, water and gas services, utility boxes, etc., shall be completed in the sidewalk area before constructing sidewalks, driveways or curb ramps.

At locations where sidewalk and driveways are to be constructed having unsatisfactory subbase material as determined by the Engineer, said material shall be removed to a depth of four inches (4") minimum and replaced with ATSM C 131 Test Grading B crushed miscellaneous base conforming to the Standard

Specifications and no separate payment shall be made. Crushed miscellaneous base shall be compacted in accordance with the Standard Specifications. The Contractor shall remove unsuitable subbase material as part of demolition operations and no separate payment shall be made.

Sidewalk, curb and gutter construction or repairs may be required at locations adjacent to project curb ramps. All repairs will be performed within City's right-of-way, unless directed otherwise by the Engineer.

The Contractor shall construct or repair concrete sidewalk, curb, and gutter at various locations as directed by the Engineer. Unless directed otherwise by the Engineer, the Contractor shall remove defective concrete by saw cutting along existing score lines, and as marked in white paint by the Engineer. Concrete shall be cut full depth with a power driven concrete saw acceptable to the Engineer as hereinafter specified and removed so as to have a vertical joint between the existing and new concrete. Demolition, removal and disposal of material required to complete the work is included in the price bid for the various bid items of work and no additional compensation shall be allowed therefore. Existing concrete, not scheduled for removal but damaged by the contractor's operations shall be replaced in accordance with these Specifications and no separate payment shall be made.

Areas next to new sidewalk, back of curb and driveway where forms have been removed shall be back filled with Class "A" imported topsoil as specified in Section 212-1 and 308-2 of the Standard Specifications and these Special Provisions and mechanically compacted to ninety percent (90%) relative compaction to the level of existing sidewalk, driveway and curb. Class "A" imported topsoil shall be included as part of concrete curb and gutter work and no separate payment shall be made.

Expansion joints shall be constructed in the concrete curb and gutter at each side of driveways, returns and structures. Expansion joint material shall be the same as for sidewalk expansion joint filler material. Weakened plane joints 3/4" deep and 1/4" wide shall be constructed at regular intervals not to exceed ten (10) linear feet. The exposed surfaces of the curb and gutter shall be troweled to a smooth surface and shall be scored transversely and broom finished to the Engineer's satisfaction.

Number 4 steel rebars shall be doweled into existing curb and gutter at saw-cut locations and no separate payment shall be made.

PROVIDE NEW SUBSECTION 303-5.1.1.1 TO READ:

303-5.1.1.1 Curb Ramp Requirement for Contractor-Damaged Curb Return Areas. If the sidewalk curb return area is disturbed by the Contractor's operations for trenching or other work not related to sidewalk repair or curb ramp installation, a curb ramp in accordance with City Standards shall be constructed under the Engineer's direction. It shall be the Contractor's responsibility to coordinate the relocation or readjustment of interfering utility boxes. The cost of this curb ramp shall be included in the price paid for the related work, and no additional payment shall be made.

PROVIDE NEW SUBSECTION 303-5.1.1.2 TO READ:

303-5.1.1.2 Detectable Warnings. The detectable warning shall provide sound attenuation different than the adjacent paving and be federal yellow in color. The material used to provide color shall be an integral part of the walking surface. Detectable dome warning tiles or strips shall be made of polymer plastic or approved equal. The closest corner of the bottom left and bottom right truncated dome tile shall be set 6" from flowline.

PROVIDE NEW SUBSECTION 303-5.1.1.3 TO READ:

303-5.1.1.3 Replacement of Damaged Utility Boxes for Curb Ramp Work. The Contractor is responsible for coordinating with the various utilities for relocation or readjustment of the various utility boxes within the new curb ramp locations. Should the Contractor choose to readjust existing utility boxes within the plane of the new curb ramp, the Contractor shall protect the existing improvements as required by 7-9.

The "Request for Replacement Utility Box for Curb Ramp Work" form (**Attachment 10** at the end of these Special Provisions) lists utility companies that have agreed to provide free replacement utility boxes for those previously damaged or unavoidably broken during construction of curb ramps. Existing utility boxes damaged as a result of the Contractor's negligent construction activities will **not** be replaced free of charge. The Contractor shall complete and sign this form, and provide it (and a photocopy) to the Engineer for signature for each requested utility box replacement. The Contractor is then responsible for transmitting this form to the respective utility. This form provides written certification to the utility companies that a free replacement box is requested because either the existing utility box was broken, or the Contractor exercised due diligence when excavating for the new curb ramp and the existing box was unavoidably damaged.

In certain cases the replacement boxes may be delivered to the curb ramp site. In that case the Contractor must coordinate with the utility company in order to be present when the box is delivered. In other cases the Contractor may be able to pick up replacement boxes from the utility yard. Because it may take up to one or two days for the Contractor to receive replacement boxes, the Contractor shall properly barricade the excavated curb ramp in accordance with 7-10.

Payment: Full compensation for providing the labor and materials for the replacement of damaged utility boxes shall be considered as included in the price paid for the bid items of work involved, and no additional compensation will be allowed therefor.

PROVIDE NEW SUBSECTION 303-5.1.1.4 TO READ:

303-5.1.1.4 Extra Wide Ramps to Accommodate City Utility Boxes within Curb Ramp Areas. Many City utility boxes are located within the curb return area at intersection corners. To facilitate curb ramp construction, it is intended that as many City utility boxes as possible remain in the curb ramp area and be incorporated into the new curb ramps. In order to accomplish this objective, existing City utility boxes may remain if their lids can be reset in the plane of the new ramps. Similarly, the central ramp portions of curb ramps may be constructed wider than the required four feet in order that existing City utility boxes may remain in place with their lids reset in the plane of the new ramps. (In this case, the width of the detectable warning dome paver area shall equal the width of the revised ramp.) With the Engineer's approval, vertical obstructions may remain in the two "wings" of the type E ramp, provided there is a four-foot path of travel behind the curb ramp. (See also 307-2.4.1 for relocation of City utility boxes in curb ramp areas.)

Payment: The unit price for each curb ramp includes up to 125 square feet of concrete pavement as described in Subsection 303-5.9g. The Contractor shall be compensated for the additional cost of constructing curb ramps with more than 125 square feet of concrete ramp area. The unit prices for sidewalk, curb gutter and detectable warning dome pavers shall be used for additional quantities of these items because of the larger ramp areas needed to accommodate City utility boxes within curb return areas.

ADD NEW SUBSECTION 303-5.1.1.5 TO READ:

303-5.1.1.5 Ancillary Work for Concrete Sidewalk, Driveway, and Curb and Gutter Construction.

All repairs will be performed within City's right-of-way, unless directed otherwise by the Engineer.

The Contractor shall repair or construct concrete sidewalk, curb, and gutter at various locations as directed by the Engineer. Unless directed otherwise by the Engineer the Contractor shall remove defective concrete by saw cutting along existing score lines, and as marked in white paint by the Engineer. Concrete shall be cut full depth with a power driven concrete saw acceptable to the Engineer as hereinafter specified and removed so as to have a vertical joint between the existing and new concrete. Demolition, removal and disposal of material required to complete the work is included in the price bid for the various bid items of work and no additional compensation shall be allowed therefore. Existing concrete, not scheduled for removal but damaged by the contractor's operations shall be replaced in accordance with these Specifications and no separate payment shall be made.

- a. **Concrete Saw Cutting:** Defective sidewalk, driveway, curb and gutter marked for removal shall be first cut with a power driven concrete saw acceptable to the Engineer. The concrete shall be saw cut in a straight line along existing score lines to the full depth of the existing concrete section. Sawcutting shall be full depth. No stomping shall be allowed.

Cutting of concrete with picks or pneumatic pavement breakers will not be permitted. If for any reason the concrete does not break on the line marked out by the Engineer, the Contractor shall saw out the broken portion and new concrete shall be placed in this area without payment. The Contractor shall not allow silt-laden water, generated from his saw cutting operations to flow into the public storm system or be deposited into the public right-of-way. The Contractor shall be responsible for removing silt material from the job site.

- b. **1'-Wide Asphalt Concrete Plug:** Removal of one foot of adjacent AC pavement will be necessary in order to construct the forms for concrete curb ramps and gutters. After the concrete forms have been removed, the Contractor must provide a 1'-wide AC plug between the new concrete gutter and/or curb ramp construction and the existing asphalt concrete roadway. The contractor may elect to provide a temporary AC Plug with cutback and provide permanent plugs for many locations at a subsequent date. The Asphalt concrete plug pavement shall be a minimum of six inches in thickness. The asphalt concrete mix for permanent AC plugs shall be ½" Maximum Aggregate, Medium Type A Bituminous Pavement Mixture PG64-10 with 15% reclaimed asphalt pavement (RAP). The Contractor shall

furnish originals of certified weigh master certificates indicating the actual net weight of asphalt concrete placed on the job site at the end of each workday.

- c. **Asphalt Concrete Pavement Regrading More than Three Feet from Flowline:** Where directed by the Engineer, AC pavement adjacent to curb ramps shall be regraded so as to provide a maximum grade of five percent (5%) within the four feet next to the flowline of the curb ramp. This work may entail grinding of the existing AC pavement to meet the ADA required grades should the work quality be acceptable to the Engineer. Alternatively, this work may entail sawcutting and excavating to remove AC pavement and regrading with sufficient AC to meet the required ADA grade. The permanent asphalt concrete mix for this AC regrading shall be ½" Maximum Aggregate, Medium Type A Bituminous Pavement Mixture PG64-10 with 15% reclaimed asphalt pavement (RAP). The Contractor shall furnish originals of certified weigh master certificates indicating the actual net weight of asphalt concrete placed on the job site at the end of each workday.

In some areas the adjacent AC pavement may be underlain with portland cement concrete (PCC) pavement. In most cases it will be sufficient to remove the overlying AC pavement layers to permit regrading with new AC pavement overlay to the required ADA slopes. Should it be required to remove PCC pavement to provide the required ADA slopes, payment for the PCC removal shall be paid for with a negotiated change order.

- d. **Remove Concrete Gutter:** Concrete gutter shall be removed where directed by the Engineer. Removal, off-hauling and disposal of existing concrete gutter shall occur at locations where concrete curb has been overlain by asphalt concrete pavement. Concrete gutter shall not be reconstructed where it has been overlain.
- e. **Unclassified Excavation for Concrete Work:** Material that is unsuitable beyond a depth of four inches (4") for sidewalk, driveway, curb and gutter repairs shall be excavated and disposed of as directed by the Engineer. The Engineer shall determine the limits and depth of excavation in the field.
- f. **Processed Miscellaneous Base for Concrete Work:** Where directed by the Engineer or at locations where unsuitable material was excavated, the Contractor shall place processed miscellaneous base. Processed miscellaneous base material shall conform to Section 200-2.5 of the Standard Specifications. Processed miscellaneous base shall be compacted in accordance with Sections 301-1.3 and 306-1.3.2 of the Standard Specifications.
- g. **Tree Stump Removal:** Where directed by the Engineer, the Contractor shall remove street tree stumps. Stump removals shall be performed by a Vermeer 665-A stump cutter or approved equal. Stump diameter shall be measured at breast height, four and a half feet (4.5') above grade. Stump removal includes: removing up to four (4) vertical feet of trunk above grade; grinding stump and root crown to a depth of twenty-four inches (24") below finished top of curb grade; grinding any root crown/buttress roots within three feet (3') horizontally of the side of the trunk (measured at thirty-six inches (36") above grade if possible) to a depth of twenty-four (24") below finished top of curb grade. Any and all roots must be removed from the planting strip and opened sidewalk, driveway, curb, gutter and street paved area.

All debris generated by stump/root removal shall be removed from the job site by the Contractor as part of his stumping operation and no separate payment shall be made. The area beneath the sidewalk, curb, gutter and street pavement section voided by removal of debris generated by stump/root removal shall be replaced with crushed miscellaneous base. Placement of crushed miscellaneous base shall be considered as part of stump removal work and no separate payment shall be made.

The planter strip area, located between the sidewalk and back of curb, voided by removal of debris generated by stump/root removals shall be back-filled with Class "A" Imported Topsoil, as specified in Section 212-1 and 308-2 of the Standard Specifications and these Special Provisions and compacted to ninety percent (90%) relative compaction, and level with the sidewalk. Class "A" imported topsoil shall be included as part of stump removal work and no separate payment shall be made.

All organic material generated by street tree stump/root removal shall be cleaned from the street and sidewalk and left in a neat pile at curb side and the area made safe until it can be removed by the contractor.

The Contractor must move all debris, soil, etc., if needed, for City staff to inspect stump grinding locations or any other necessary inspections.

- h. **Tree Root Pruning:** The Contractor shall demolish and remove all defective sidewalk, driveway, curb, gutter and street pavement damaged by street tree roots as directed by the Engineer. The tree root pruning area shall consist of the entire area where sidewalk is removed, or as directed by the Engineer. Where directed by the City Arboricultural inspector, the Contractor shall prune street tree surface roots with approved hand tools or a Rayco model RG 1635A root grinder, or approved equal. Root pruning shall involve grinding the entire soil area exposed by the demolition, except where directed by the City Arboricultural inspector to use hand tools, to a depth of twelve inches (12") below finished sidewalk grade in demolished side walk areas and to a depth of twenty-four (24) inches below finished sidewalk grade in demolished curb, gutter, or street pavement areas. All debris generated by root pruning shall be removed from the job site by the Contractor as part of his root pruning operation and no separate payment shall be made. The Contractor must move grindings, soil, etc., if needed, for staff to evaluate trees during stress testing, or any other necessary inspections.

The area beneath the sidewalk, curb, gutter and street pavement section voided by removal of debris generated by root pruning shall be replaced with crushed miscellaneous base. Placement of crushed miscellaneous base shall be considered as part of root pruning work and no separate payment shall be made.

The planter strip area, located between the sidewalk and back of curb, voided by removal of debris generated by street tree root pruning shall be back-filled with Class "A" Imported Topsoil, as specified in Section 212-1 and 308-2 of the Standard Specifications and these Special Provisions and compacted to ninety percent (90%) relative compaction, and to the level of the sidewalk. Class "A" imported topsoil shall be included as part of root pruning work and no separate payment shall be made.

The City of Oakland shall provide staff to, (a) define the size of the new tree well that will be created when the sidewalk is repaired, (b) ensure that mechanical equipment does not damage trees or protected root zones, (c) stress test trees for stability once root cutting is done, and (d) ensure tree wells and planting strips are filled to grade and not left as tripping hazards.

THE CONTRACTOR MUST PROVIDE STAFF TO ASSIST CITY STAFF WITH TREE STABILITY TESTING. The Contractor's staff must be on site and readily available each day.

- i. **Asphalt Concrete Pavement:** Where directed by the Engineer, asphalt concrete paving shall be placed between new concrete curb and/or gutter construction and the existing asphalt concrete roadway. Asphalt concrete paving shall be six (6) inches in thickness and mechanically compacted with a Wacker, BS 60Y vibratory rammer with an eleven (11") inch by thirteen (13") inch shoe or approved equal. The Contractor shall furnish originals of certified weigh master certificates indicating the actual net weight of asphalt concrete placed on the job site at the end of each workday.

- j. **Repair & Replace Water Service:** Where directed by the Engineer, the Contractor shall replace domestic water service installations damaged by normal construction operations resulting from, but not limited to, encasement of service lines in concrete sidewalk, deteriorated water service but functional due to pressure of concrete walk, and damage caused by intrusion of street tree roots. The Contractor shall replace damaged water services from the meter connections to the property line. Damaged water services shall be immediately shut off at the meter location and replaced with 3/4" galvanized or copper conduit with approved couplings. The occupants of properties affected shall be notified by the Contractor before the discontinuance of water service. If occupant or property owner is not home the Contractor shall leave a note, acceptable to the Engineer, securely fastened to the front door, notifying the resident of the water service shut off and the repair work made. The replacement/repair of domestic water services shall conform to the latest edition of the Uniform Plumbing Code.

Damage to domestic water services caused by the Contractor's negligence will be repaired at the Contractor's expense and no separate payment shall be made.

- k. **Repair & Replace Underdrain:** Drains shall be constructed beneath the sidewalk to connect building drains to curb outlets and to serve low areas on adjacent property as shown on City Standard Detail D-13 or as directed by the Engineer.

The drain shall be a 3-inch diameter pipe for a 6-inch curb face, and a 4-inch diameter pipe for an 8-inch curb face or greater. The invert of the drain shall be located 1/2-inch above the gutter flow line. The drainpipe shall have a minimum 2-inch clearance from top of curb and be laid on a straight grade with a minimum slope of 1/8 inch per foot and terminate 1 inch back of the curb face.

The curb drain may be constructed using pipe materials specified in City Standard Detail D-13 or

other pipe materials approved by the Engineer. The pipe shall be suitably joined in accordance with the manufacturer's standard jointing system.

- l. **Remove Hazard by Grinding:** At locations selected by the Engineer, raised concrete sidewalk hazards shall be removed by grinding. Before grinding commences, the Engineer will clearly mark the approved limits of removal for the Contractor. No more than one and one half inches (1-1/2 inches) in thickness shall be removed from a sidewalk slab by grinding. Contiguous areas removed by grinding shall be no larger than ten square feet (10 SF).

The Contractor shall not allow the dispersal of rock or dust during the grinding process. Gutters and inlets shall be protected and cleaned of silt resulting from the Contractor's grinding operation.

- m. **Pedestrian Barricades:** At locations selected by the Engineer, the Contractor shall install pedestrian barricades in accordance with City Standard Detail M-1.

- n. **Bituminous Repairs:** Where directed by the Engineer, preliminary repair shall consist of:

- The removal and disposal of broken sidewalk, driveway, curb and gutter, then patching of defective and hazardous conditions.
- Ramping and/or patching of defective and hazardous conditions.

Temporary bituminous repair shall be mechanically compacted in place on a surface free of water, foreign material and dust. Upon completion, the bituminous repair shall be true to grade and free of surface irregularities. Where ramping is effected, the finished grade slope shall be not less than 1:12 (rise: run ratio).

The bituminous mixture used for temporary repair shall conform to Type III, Class 'D' Asphalt Concrete as specified in Subsection 400-4.3, and of bitumen conforming to Grade AR-4000 as specified in Subsection 203-1.2 of the Standard Specifications. A tack coat of either AR-1000 paving asphalt, applied at an approximate rate of 0.05 gallon per square yard or Type SS-1 emulsified asphalt applied at an approximate rate 0.05 to 0.10 gallon per square yard shall be applied to the defective surface prior to placement of the temporary bituminous surfacing.

303-5.4 Joints.

303-5.4.2 Expansion Joints.

ADD NEW PARAGRAPH TO THE END OF SUBSECTION 303-5.4.2:

One-quarter inch (6.4mm) expansion joints shall be placed in the curb and gutter at each side of structures, driveways and curb returns. Expansion joints shall also be placed in the sidewalks on each side of driveways. If slipform equipment is used in curb and gutter construction, weakened plane joints 1-inch deep at 10-foot intervals may be substituted for expansion joints, if approved by the Engineer.

303-5.5 Finishing.

303-5.5.1 General.

ADD THE FOLLOWING TO THE END OF SUBSECTION 303-5.5.1:

303-5.5.2 Curb.

ADD THE FOLLOWING TO THE END OF SUBSECTION 303-5.5.2:

Concrete curb shall be constructed or repaired where directed by the Engineer. Unless otherwise directed by the Engineer, the defective concrete shall be sawed with a concrete saw as hereinafter specified and removed in sections so as to have a vertical joint between the old and the new concrete.

At locations where sidewalk and driveways are to be constructed having unsatisfactory subbase material as determined by the Engineer, said material shall be removed to a depth of four inches (4") minimum and replaced with ATSM C 131 Test Grading B crushed miscellaneous base conforming to the Standard Specifications and no separate payment shall be made. Crushed miscellaneous base shall be compacted in accordance with the Standard Specifications. The Contractor shall remove unsuitable subbase material as part of demolition operations and no separate payment shall be made.

Areas next to new sidewalk, back of curb and driveway where forms have been removed shall be back filled with Class "A" imported topsoil as specified in Section 212-1 and 308-2 of the Standard Specifications and these Special Provisions and mechanically compacted to ninety percent (90%) relative compaction to the level of existing sidewalk, driveway and curb. Class "A" imported topsoil shall be included as part of concrete curb and gutter work and no separate payment shall be made.

Expansion joints shall be constructed in the concrete curb and gutter at each side of driveways, returns and structures. Expansion joint material shall be the same as for sidewalk expansion joint filler material. Weakened plane joints 3/4" deep and 1/4" wide shall be constructed at regular intervals not to exceed ten (10) linear feet. The exposed surfaces of the curb and gutter shall be troweled to a smooth surface and shall be scored transversely and broom finished to the Engineer's satisfaction.

No. 4 steel rebars shall be doveled into existing curb and gutter at saw-cut locations and no separate payment shall be made.

If replaced curbs featured color painted curbs, the Contractor shall paint new curbs to match previous paint color.

303-5.5.3 Walk.

ADD THE FOLLOWING TO THE END OF SUBSECTION 303-5.5.3:

Where integrated new concrete sidewalk and concrete driveway is constructed, the transverse slope of the sidewalk shall be downward toward the curb at the rate of 1/4 inch per foot, except at street intersections where the intersecting streets have different sidewalk widths or different curb grades at the curb returns, in which case, the slope shall be varied as directed by the Engineer. In all cases, the transverse slope shall be such that if continued to the curb, the walk will meet the grade at the top of the curb. Where a portion of the existing concrete sidewalk and concrete driveway is to remain in place, the areas to be removed will be marked out by the Engineer. The new sidewalk shall be constructed between the existing concrete sidewalk and the new curb as directed by the Engineer.

The sidewalk surface shall be scored as directed by the Engineer so that the area within scored sections does not exceed 15 square feet (1.39 square meter) and fine-hair broom finished to the Engineer's satisfaction. Score lines and surface treatments constructed in concrete sidewalks and/or driveways shall match existing score lines and surface treatments contiguous to the new and/or replacement work.

Concrete sidewalk may be constructed monolithically with curb or with curb and gutter only if indicated on the plans or in the Special Provisions or upon written approval of the Engineer. The concrete mix for the entire monolithic construction shall contain lampblack in the amount of one pound (0.45kg.) per cubic yard (.765 cubic meter). A score line parallel to the curb face shall be made at normal locations such as the back of curb. Templates acceptable to the Engineer shall be used to set curb face forms and to check grading. The Contractor shall provide templates for the Engineer's use, if so requested. If in the opinion of the Engineer, unsatisfactory results are obtained, monolithic construction shall be discontinued and the remaining sidewalk shall be constructed separately from the curb and gutter using lampblack in the concrete for sidewalk, curb and gutter.

Expansion joint material 1/4" thick conforming to the Standard Specifications shall be placed at each side of driveways, returns and structures. Expansion Joint filler materials shall be fiber matrix, saturated with bitumen previously cut to proper dimensions and contours. Weakened plane joints 3/4" deep and 1/4" wide shall be constructed at regular intervals not to exceed ten (10) linear feet.

Installation of underground facilities, such as building sewers, water and gas services, etc., shall be completed in the sidewalk area before constructing concrete sidewalk, concrete driveways and curb ramps.

The Contractor shall protect all completed work from acts of vandalism, damage and, in particular, guard against damage to the pavement edge of recently constructed concrete gutter. Vandalized and/or damaged work shall be replaced by the Contractor at no cost to the City.

303-5.5.4 Gutter.

ADD THE FOLLOWING TO THE END OF SUBSECTION 303-5.5.4:

Concrete gutter shall be constructed or repaired where directed by the Engineer. Unless otherwise directed by the Engineer, the defective concrete shall be sawed with a concrete saw as hereinafter specified and removed in sections so as to have a vertical joint between the old and the new concrete.

At locations where sidewalk and driveways are to be constructed having unsatisfactory subbase material as determined by the Engineer, said material shall be removed to a depth of four inches (4") minimum and replaced with ATSM C 131 Test Grading B crushed miscellaneous base conforming to the Standard Specifications and no separate payment shall be made. Crushed miscellaneous base shall be compacted in accordance with the Standard Specifications. The Contractor shall remove unsuitable subbase material as part of demolition operations and no separate payment shall be made.

Areas next to new sidewalk, back of curb and driveway where forms have been removed shall be back filled with Class "A" imported topsoil as specified in Section 212-1 and 308-2 of the Standard Specifications and these Special Provisions and mechanically compacted to ninety percent (90%) relative compaction to

the level of existing sidewalk, driveway and curb. Class "A" imported topsoil shall be included as part of concrete curb and gutter work and no separate payment shall be made.

Expansion joints shall be constructed in the concrete curb and gutter at each side of driveways, returns and structures. Expansion joint material shall be the same as for sidewalk expansion joint filler material. Weakened plane joints 3/4" deep and 1/4" wide shall be constructed at regular intervals not to exceed ten (10) linear feet. The exposed surfaces of the curb and gutter shall be troweled to a smooth surface and shall be scored transversely and broom finished to the Engineer's satisfaction.

No. 4 steel rebars shall be doweled into existing curb and gutter at saw-cut locations and no separate payment shall be made.

303-5.9 Measurement and Payment.

CHANGE SUBSECTION 303-5.9 TO READ:

303-5.9 Measurement and Payment.

- a. Measurement for concrete sidewalk, driveways, curbs, gutters and curb ramps shall be made in horizontal planes.
- b. These payment sections include two payment methods for curbs and gutters. Item **Concrete Curb and Gutter** below pays for curb and gutter together by the linear foot. In contrast, Item **Concrete Curb** is for curbs (measured by the linear foot) and Item **Concrete Gutter** is for gutters (measured by the square foot.)
- c. Unless a separate item is included in the bid sheet for concrete saw cutting, the payment for **Concrete Saw Cutting** shall be included in the price paid for related concrete items, and no additional payment will be made.
- d. **Unclassified Excavation for Concrete Work** shall occur only at locations shown on the plans or where the Engineer determines the sub-base material to be unsuitable. Unclassified Excavation shall be measured for payment by the cubic yard. The price paid per cubic yard for unclassified excavation to remove unsuitable material, shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals, and for doing all work involved in excavation operation, and including, loading and off-hauling of excavated material, as shown on the plans, as specified in the Standard Specification and these Special Provisions, or as directed by the Engineer.
- e. **Processed Miscellaneous Base for Concrete Work** shall occur only at locations shown on the plans or where the Engineer determines the sub-base material to be unsuitable. Processed miscellaneous base shall be measured for payment by the cubic yard. The price paid per cubic yard for processed miscellaneous base shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals, and for doing all work involved, and compaction, as shown on the plans, as specified in the Standard Specification and these Special Provisions, or as directed by the Engineer.
- f. **1'- Wide Asphalt Concrete Plug**, both temporary and permanent, shall be performed in accordance with the Standard Specifications and these Special Provisions at locations shown on the plans or approved and marked in the field by the Engineer. Asphalt concrete plugs, temporary and permanent, within one foot of the flow line shall be included in the price paid for related concrete items (e.g., concrete gutter, curb ramps etc.) and no additional payment shall be made.
- g. **Asphalt Concrete Pavement Regrading More than Three Feet from Flowline** shall be performed in accordance with the Standard Specifications and these Special Provisions at locations shown on the plans or approved and marked in the field by the Engineer. Asphalt concrete pavement regrading more than one foot distant from the flowline shall be measured and paid for by the square foot. The price paid per square foot for Asphalt Concrete Pavement Regrading More than Three Feet from Flowline shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals, and for doing all work involved including removing AC pavement by grinding or sawcutting/excavating, removal and disposal of spoils, compacting underlying surface and placing AC pavement, as shown on the plans, as specified in the Standard Specification and these Special Provisions, or as directed by the Engineer. The removal of PCC pavement, if necessary to accomplish this work, shall be paid for by a negotiated change order.

- h. **Concrete Curb Ramps, All Types** shall be constructed as shown on the latest State of California, Department of Transportation, Standard Specifications and Standard Plans.

Where curb ramps are to be constructed within new concrete curb and gutter and concrete sidewalk areas that require replacement due to the Contractor's trenching or other operations, full compensation shall be considered as included in the unit prices paid for the various items of work involved and no additional compensation will be allowed therefor.

New or replacement curb ramps not constructed as a result of the Contractor's trenching or other operations shall be paid for by the unit price paid per each curb ramp. The price bid shall be considered to include full payment for all materials, labor, equipment and incidentals required to construct the curb ramps in accordance with the latest State of California, Department of Transportation, Standard Specifications and Standard Plans. Such compensation shall include Extra-wide curb ramps constructed to allow existing City utility boxes to remain in the new curb ramp shall also be paid for by the unit price for each curb ramp with no additional compensation allowed. (See Subsection 303-5.5.3.2.)

The price per each concrete curb ramp, including Type C or Type E, or modified versions of Type C or Type E, and protruding curb ramps shall be for each ramp constructed in place and shall be the same, regardless of the curb ramp type. The curb ramp area shall include up to 160 square feet of concrete, i.e., the central ramp portion, the two adjacent wings, the modified curb, a two foot gutter adjacent to the curb ramp, the 1'-wide border band outside the ramp area and a 4'x4' level landing area above the central ramp portion.

Sawcutting for curb ramps shall be to the nearest score lines outside the curb ramp. Concrete sidewalk replacement within these score lines shall be included in the 160 square feet of concrete paid for each curb ramp. Replacement of damaged sidewalk outside the score lines mentioned in this paragraph shall be paid for by the square foot of concrete sidewalk.

The contract price paid per each concrete curb ramp shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved in constructing concrete curb ramps (including demolition work, off-hauling of concrete, formwork, 160 square feet of concrete work, drainage pipe if required, stripping of formwork, utility box realignment or replacement, relocating signs, removal and disposal of existing asphalt, concrete and dirt, preparation of subgrade, and placement of Class II aggregate base compacted to 90%, and temporary 12" AC plug). These concrete curb ramps shall be constructed as designed on the project plans, complete in place, as specified in the Standard Specifications and these Special provisions, or as directed by the Engineer.

Some curb ramp installations will require additional concrete work in excess of the 160 square feet included in the curb ramp pay item. In these cases the Contractor shall be paid for additional sidewalk, curb and gutter in accordance with their respective unit prices.

Refer to Subsection 303-5.1.1.1 for curb ramps installed to mitigate the effects of the Contractor's trenching or other operations in the curb return area.

- i. Construct new or remove and replace **Concrete Sidewalk** only at locations shown on the plans or approved and marked in the field by the Engineer. Concrete sidewalk shall be measured for payment by the square foot. The price paid per square foot for remove and replace or construct new concrete sidewalk, shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals, and for doing all work involved in removing and replacing concrete sidewalk, and including all demolition work, off-hauling of concrete, and formwork, utility box realignment or replacement, concrete placement, stripping of formwork, and backfilling behind forms, complete in place, as shown on the plans, as specified in the Standard Specification and these Special Provisions, or as directed by the Engineer.
- j. Construct new or remove and replace **Concrete Driveway** only at locations shown on the plans or approved and marked in the field by the Engineer. Concrete driveway shall be measured for payment by the square foot. The price paid per square foot for concrete driveway, shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals, and for doing all work involved in removing and replacing concrete driveway, and including all demolition work, off-hauling of concrete, and formwork, utility box realignment or replacement, concrete placement, stripping of formwork, and backfilling behind forms, complete in place, as shown on the plans, as specified in the Standard Specification and these Special Provisions, or as directed by the Engineer.
- k. Construct new or remove and replace **Concrete Alley Sections** only at locations shown on the plans or

approved and marked in the field by the Engineer. Concrete alley sections shall be measured for payment by the square foot. The price paid per square foot for concrete alley sections, shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals, and for doing all work involved in removing and replacing or constructing new concrete alley sections, and including all demolition work, off-hauling of concrete, and formwork, utility box realignment or replacement, concrete placement, stripping of formwork, and backfilling behind forms, complete in place, as shown on the plans, as specified in the Standard Specification and these Special Provisions, or as directed by the Engineer.

- l. Construct new or remove and replace **Concrete Curb and Gutter** shall occur only at locations shown on the plans or approved and marked in the field by the Engineer. Concrete curb and Gutter shall be specified on the plans as to type per City Standard Detail S-1 and shall be measured for payment by the linear foot. Concrete curb and gutter (transition sections at returns and inlets included) shall be combined as a unit as shown on bid items and will be measured for payment by the linear foot along the curb line. When the gutter transitions from one width to another around a curb return, the measurement for each width will be made to the center of the curb return unless noted otherwise on the plans.

The price paid per linear foot for concrete curb and gutter, shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals, and for doing all work involved in removing and replacing concrete curb and gutter, and including all demolition work, off-hauling and disposal of concrete, formwork, utility box realignment or replacement, concrete placement, stripping of formwork, backfilling behind forms and painting curbs to match color of previous curbs, complete in place, as shown on the plans, as specified in the Standard Specification and these Special Provisions, or as directed by the Engineer. The removal and replacement of concrete curb and gutter adjacent to new curb ramps shall be included as part of construction of concrete curb ramps, and no separate payment shall be made.

- m. Construct new or remove and replace **Concrete Curb** shall occur only at locations shown on the plans or approved and marked in the field by the Engineer. Concrete curb shall be measured for payment by the linear foot. The price paid per linear foot for concrete curb, shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals, and for doing all work involved in removing and replacing concrete curb, and including all demolition work, off-hauling and disposal of concrete, formwork, utility box realignment or replacement, concrete placement, stripping of formwork, backfilling behind forms and painting curbs to match color of previous curbs, complete in place, as shown on the plans, as specified in the Standard Specification and these Special Provisions, or as directed by the Engineer. The removal and replacement of concrete curb adjacent to new curb ramps shall be included as part of construction of concrete curb ramps, and no separate payment shall be made.
- n. Construct new or remove and replace **Concrete Gutter** shall occur only at locations shown on the plans or approved and marked in the field by the Engineer. Concrete gutter shall be measured for payment by the square foot. The price paid per square foot for concrete gutter, shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals, and for doing all work involved in removing and replacing concrete gutter, and including all demolition work, off-hauling of concrete, formwork, concrete placement, stripping of formwork, and backfilling behind forms, including temporary AC plug, complete in place, as shown on the plans, as specified in the Standard Specification and these Special Provisions, or as directed by the Engineer. The removal and replacement of concrete gutter adjacent to new curb ramps shall be included as part of construction of concrete curb ramp, and no separate payment shall be made. However, the unit cost for curb ramps does not include payment for concrete gutters wider than two feet; the additional square feet of gutters wider than 2' next to the curb ramp shall be paid for at the square foot unit price bid for concrete gutters.
- o. **Retrofit Detectable Warning Dome Pavers** shall occur only at locations shown on the plans or approved and marked in the field by the Engineer. Existing ramps without dome pavers may require retrofitting with Detectable Warning Dome Pavers. Median cuts shall be measured for payment by each. The price paid by each to provide retrofit detectable warning dome pavers at existing curb ramps shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals, and for doing all work involved in installing retrofit warning dome pavers, complete in place, as specified in the Standard Specifications, these Special Provisions and the Project Plans, or as directed by the Engineer.

- p. **Tree Root Pruning** shall be performed in accordance with the Standard Specifications and these Special Provisions at locations shown on the plans or approved and marked in the field by the Engineer. Root pruning shall be measured for payment by the square foot. The price paid per square foot for root pruning, shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals, and for doing all work involved in root pruning, and including all root removal in sidewalk, driveway, curb and gutter, and street paved area, root pruning debris removal, and backfilling void areas with crushed miscellaneous base or imported topsoil, complete in place, as shown on the plans, as specified in the Standard Specification and these Special Provisions, or as directed by the Engineer. Liquidated damages may be assessed in accordance with subsection 6-9.1 for delays in placement of topsoil.
- q. **Tree Stump Removal** shall occur only at locations shown on the plans or approved and marked in the field by the Engineer. Stump removal shall be measured for payment by diameter inches. The price paid per diameter inches for stump removal, shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals, and for doing all work involved in stump removal, and including all root removal in sidewalk, driveway, curb and gutter, and street paved area, debris removal, and backfilling void areas with crushed miscellaneous base or imported topsoil, complete in place, as shown on the plans, as specified in the Standard Specification and these Special Provisions, or as directed by the Engineer.
- r. **Remove Hazard by Grinding** shall be performed in accordance with the Standard Specifications and these Special Provisions at locations shown on the plans or approved and marked in the field by the Engineer. Remove hazard by grinding shall be measured for payment per each location. The price paid per each location for remove hazard by grinding, shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals, and for doing all work involved in remove hazard by grinding, complete in place, as shown on the plans, as specified in the Standard Specification and these Special Provisions, or as directed by the Engineer.
- s. **Repair and Replace Water Service** shall be performed in accordance with the Standard Specifications and these Special Provisions. Repair and replace water service shall be measured for payment per each location. The price paid per linear foot for repair and replace of water service, shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals, and for doing all work involved in repair and replacement of water service, complete in place, as shown on the plans, as specified in the Standard Specification and these Special Provisions, or as directed by the Engineer.
- t. **Repair and Replace Sidewalk Underdrain** shall be performed in accordance with the Standard Specifications and these Special Provisions. Repair and replace underdrain shall be measured for payment per linear foot. The price paid for each repair and/or replacement of sidewalk underdrain, shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals, and for doing all work involved in repair/replacement of cast iron drain (including placement within a new curb), complete in place, as shown on the plans, as specified in the Standard Specification and these Special Provisions, or as directed by the Engineer.
- u. **Bituminous Repair** shall be performed in accordance with the Standard Specifications and these Special Provisions at locations shown on the plans or approved and marked in the field by the Engineer. Bituminous repair shall be measured for payment per square foot. The price paid per square foot for bituminous repair, shall include full compensation for furnishing all labor, material, tools, equipment, and incidentals, and for doing all work involved in bituminous repair, complete in place, as shown on the plans, as specified in the Standard Specification and these Special Provisions, or as directed by the Engineer.

SECTION 304 – METAL FABRICATION AND CONSTRUCTION

ADD NEW SECTION 304-5 TO READ:
304-5. SIGN INSTALLATION

304-5.1 General. Contractor-furnished signs, mounting hardware, and sign poles will be installed as detailed in plan set. Sign blades will also be mounted on or removed from existing poles.

304.5.1.1. Sign and Pole Installation. The Contractor shall install a 12' to 16', 2" square perforated pole, 18" to 36" into the concrete sidewalk or dirt planter strip. Roadside sign posts shall conform to Caltrans Standard Specification Section 56-2.

304.5.1.2. Sign Blade Removal. Sign blades and mounting hardware shall be removed from existing poles as detailed in plans.

304-5.2 Sign Installation Measurement and Payment. Sign assemblies shall be paid for by the unit cost to procure and install, including mounting hardware/brackets. Pole installation and removal shall be paid for by the unit cost for each including concrete for installation and for patching. Sign blade and mounting hardware removal will be paid for by the unit cost per location.

SECTION 310 – PAINTING

310-5 PAINTING VARIOUS SURFACES.

310-5.6 Painting for Traffic Striping, Pavement Markings, and Curb Markings.

310-5.6.1 General.

ADD THE FOLLOWING PARAGRAPHS TO THE END OF SUBSECTION 310-5.6.1 TO READ:

- a. The Contractor shall replace all existing pavement marking, traffic striping and pavement markers removed or damaged as a result of construction operations in accordance with 7-9 of the Special Provisions and the Standard Specifications. Repairs and replacements shall match or exceed the existing in quality and finish, and shall match existing dimensions. Such replacements and repairs shall be completed within FIVE working days of completing the permanent pavement resurfacing. If the permanent pavement resurfacing is staged over time, the Engineer may direct the replacement of pavement markings, traffic striping and pavement markers to be similarly staged. With temporary resurfacing, the Contractor shall be required to install temporary markings, markers and striping or other devices as directed by the Engineer at the end of each workday.
- b. All removed or damaged pavement markings such as crosswalks, stop bars, symbols, legends or arrows; traffic striping such as center lane, or edge lines; and pavement markers shall be replaced in accordance with the following:

Existing Material

Paint

Thermoplastic material

Pre-cut plastic

Raised ceramic or reflective materials

Replacement Materials

Extruded Thermoplastic or permanent type pre-cut plastic

Extruded Thermoplastic material

Permanent type pre-cut plastic

Replace in kind

- c. All removed or damaged paint shall be replaced in conformance with 210-1.6. All removed or damaged pavement markers shall be replaced in conformance with Sections 214 and 312.
- d. Permanent type pre-cut plastic shall be 3M Stamark Pliant Polymer Pavement Tape, Series 5760 for white and Series 5761 for yellow, or approved equal. The application method for the 3M tapes shall be per manufacturer's recommendations.
- e. Unless separate pay items are provided in the Bid Schedule, payment for removing and replacing pavement markings, traffic striping and pavement markers shall be included in the price paid for other project work and no other payment will be allowed.

ADD NEW SUBSECTION 310-6 TO READ:

310-6 Pavement Traffic Striping Replacement.

310-6.1 General. The Contractor shall construct pavement marking and striping as it currently exists unless shown otherwise on the construction plans, or as directed by the Engineer. The traffic striping shall be placed in accordance with the latest State Department of Transportation Standard plans.

The Contractor shall perform all the work necessary (including power cleaning the grinding areas and layout work) to install satisfactory lines for traffic stripes.

After traffic striping is removed either by removal for slurry sealing and microsurfacing or by milling of

pavement, temporary striping shall be installed immediately. The contractor shall **also** install temporary striping immediately after any pavement rehabilitation, including but not limited to, slurry sealing, microsurfacing and overlay. The Contractor shall maintain temporary striping and construction signage such as “uneven surface” on a daily basis to ensure safe and proper lane delineations and markings are visible until installation of final striping or as directed by the Engineer.

The contractor shall “cat track” the proposed marking locations no later than 7 calendar days after paving for inspections by the City of Oakland Traffic Services Division. The Contractor shall coordinate with the Engineer to schedule inspections at least 24 hours in advance. Upon written notice by the Engineer the Contractor shall install permanent striping no later than 7 calendar days after “cat track” approval. The contractor shall not place the finished markings until locations have been inspected and approved.

For each consecutive calendar day in excess of the time specified to complete and maintain the temporary striping, “cat track”, or permanent striping, the Contractor shall pay to the City or the City may deduct from monies due the Contractor, the sum of \$500.00 per paving segment per day per paving segment per day, unless otherwise provided in the contract documents.

310-6.1.1 As-Built Striping and Marking Plans. At the Pre-Construction meeting the City will provide the Contractor with one set of full-size color 1”=40’ project plans and electronic files of the project plans. The location of City monuments shall be indicated on the project plans.

All existing pavement markers, pavement markings and traffic striping (except crosswalk striping as noted in the paragraph below), shall be replaced at their existing locations in accordance with the approved plan (unless otherwise directed in the field by the Engineer) after the pavement resurfacing operations are concluded.

The parallel distance between existing 12” crosswalk lines shall replicate existing conditions, unless otherwise directed by the City during the plan review process. All 12” crosswalk lines shall be white in color, except those crosswalk lines adjacent to schools shall be yellow. The interior crosswalk lines shall be joined with a diagonal crosswalk segment with 60” spacing between the gutter flow line and the crosswalk line per modified City Details S-4 and S-5, which are included in the project plans.

Payment: Full compensation for preparing the As-Built Striping and Marking Plans that reference existing pavement delineation (i.e. traffic striping, pavement markers, pavement markings, etc. excluding monument locations) shall be included in the lump sum bid item for As-Built Striping and Marking Plans, and no additional compensation will be allowed therefore.

310-6.2 Preformed Traffic Striping.

310-6.2.1 General. The preformed traffic striping shall consist of white or yellow materials as designated, with pigments selected and blended to conform to standard highway colors throughout the expected life of the striping. Glass beads shall be incorporated to provide immediate and continuing retroreflection. The traffic striping shall be capable of being adhered to asphalt concrete or portland cement concrete by a pre-coated pressure sensitive adhesive. A primer may be used to precondition the pavement surface. The traffic striping shall conform to pavement contours by the action of traffic. The traffic striping shall be capable of application on new, dense graded asphalt concrete wearing courses during the paving operation in accordance with the manufacturer’s instructions. After placement, the traffic striping shall be immediately ready for traffic.

310-6.2.2 Classification. The preformed traffic striping shall be a durable retro reflective pliant polymer material designed for longitudinal striping subjected to high traffic volumes and severe wear conditions such as shear action from crossover or encroachment on typical longitudinal configurations.

310-6.2.3 Requirements.

- 1) **Composition:** The retro reflective pliant polymer traffic striping shall consist of a mixture of high quality polymeric materials, pigments and glass beads distributed throughout its base cross-sectional area, with a reflective layer of beads embedded into the patterned surface.
- 2) **Reflectance:** The white and yellow traffic striping shall have the following initial expected reflectance values as measured in accordance with the testing procedures of ASTM D4061. The photometric quantity to be measured shall be Specific Luminance (SL), and shall be expressed as millicandelas per square foot per foot-candle. The metric equivalent shall be expressed as millicandelas per square meter per lux. The test distance shall be 50 feet (15 meters) and the sample size shall be a 2.0 feet by 2.5 feet rectangle (0.61m X 0.76m)

	White		Yellow	
Entrance Angle	86.0°	86.5°	86.0°	86.5°
Observation Angle	0.2°	1.0°	0.2°	1.0°
Specific Luminance	700	400	500	300

Specific Luminance values indicate initial expected values, and are not intended to represent minimum values.

310-6.2.4 Beads.

- 1) *Index of refractions:* The glass beads on the surface of the material shall have a minimum index of refraction of 1.70 when tested using the liquid oil immersion method. The glass beads mixed into the pliant polymer shall have minimum index of refraction of 1.50 when tested by the oil immersion method. The size and quality of the beads shall be such that the performance requirements for the retro reflective pliant polymer shall be met.
- 2) *Bead Adhesion:* Shall be such that beads are not easily removed when the film surface is scratched firmly with a thumbnail.
- 3) *Acid Resistance:* The beads shall show resistance to corrosion of their surface after exposure to a one percent solution (by weight) of sulfuric acid. The one percent acid solution shall be made by adding 5.7cc of concentrated acid into 1000cc of distilled water. CAUTION: always add the concentrated acid into the water not the reverse. The test shall be performed as follows:
 - a. Take a one-inch by two-inch sample, adhere it to the bottom of a glass tray and place just enough acid solution to completely immerse the sample. Cover the tray with a piece of glass to prevent evaporation and allow the sample to be exposed for 24 hours under these conditions.
 - b. Then decant the acid solution (do not rinse, touch, or otherwise disturb the bead surfaces) and dry the sample while adhered to the glass tray in a 150 F (66 C) oven for approximately 15 minutes.
 - c. Microscopic examination (20X) shall show no more than 15 percent of the beads having a formation of a very distinct opaque white corroded layer on their entire surface.

310-6.2.5 Skid Resistance. The surface of the retro reflective pliant polymer traffic striping shall provide an initial minimum skid resistance value of 45 BPN when tested according to ASTM E 303.

310-6.2.6 Thickness. The material without adhesive shall have a minimum caliper of 0.06 inch (1.524 mm) at the thickest portion of the cross-section and a minimum caliper of 0.02 inch (0.508 mm) at the thinnest portion of the cross-section.

310-6.2.7 Performance Requirements & Material Replacement Obligations.

- 1) Field performance requirements and manufacturer's replacement obligations:
 - a. Before installation, a manufacturer's written warranty for compliance with the following conditions shall be provided the City of Oakland.
 - b. For a period of 48 months from the date of installation, regardless of conditions, the manufacturer shall provide replacement material for any material used as longitudinal striping which (1) fails to retain the minimum reflectance values as shown in the table below (minimum Replacement Zone is 360 feet of road length) or (2) fails due to loss of adhesion or complete wear through.

	White	Yellow
Entrance Angle	86.5°	86.5°
Observation Angle	1.0°	1.0°
Specific Luminance	100	100

*All reflectance measurements shall be made using an "ECOLUX), or equal brand retroreflectometer.

- 2) The warranty covers material replacement only.

310-6.3 Thermoplastic Traffic Striping and Reflective Pavement Markers.

310-6.3.1 General. Thermoplastic traffic stripes (traffic lines) and pavement markings shall conform to the provisions in the Sections 84-1, "General," and 84-1. "Thermoplastic Traffic and Pavement Markings," and Section 85 "Pavement Markers" of the latest State Department of Transportation Standard Specifications and these special provisions.

310-6.3.2 Thermoplastic Material. All project traffic striping and pavement markings shall installed with the

Thermoplastic material specified in this section.

Thermoplastic traffic striping and pavement markings shall be a reflectorized material to the road surface in a molten state by extrusion method or as approved by the Engineer. It shall have surface application of glass beads, which upon cooling to normal pavement temperature, will produce an adherent reflectorized stripe of the specified thickness and width and will be resistant to deformation by traffic. Thermoplastic material shall conform to State Specifications 8010-21C-19 (ALKYD BINDER). Glass beads to be applied to the surface of the molten thermoplastic material shall conform to the requirements of State Specification 8010-51J-22 (Type II).

State Specifications for thermoplastic material and glass beads may be obtained from Transportation Laboratories, P.O. Box 19128, Sacramento, CA. 95819, (916) 739-2400.

310-6.3.3 Application. Thermoplastic Traffic Striping application shall conform to Section 84.204 of State Department of Transportation's Standard Specifications and the following provisions:

Thermoplastic material for traffic striping shall be applied at a thickness of 0.125 to 0.188 inch. Glass beads shall be applied immediately to the surface of the molten thermoplastic material by an automatic bead dispenser closely behind the striped line. The glass bead dispenser shall be equipped with an automatic cut-off control synchronized with the cut-off of the thermoplastic material. Beads shall be applied at the rate of not less than 10 pounds per 100 square feet.

310-6.3.4 Reflective Pavement Markers. Reflective pavement markers shall be furnished and placed at the locations as shown on the Standard Details or as directed by the Engineer.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in furnishing and placing reflective pavement markers when they are included as part of a Caltrans striping detail, shall be considered as included in the unit prices bid for traffic striping and no additional compensation will be allowed therefor.

310-6.4 Measurement and Payment.

- a. Continuous Stripes will be continuous except at break points as shown on the construction plans. Measurement and payment will be by linear foot of traffic striping, regardless of the number of stripes or pavement markers per measured foot.
- b. Caltrans Traffic Striping Details featuring one or more traffic stripe type and/or pavement markers will be continuous except at break points as shown on the construction plans. Measurement and payment will be by linear foot of traffic striping detail, regardless of the number of stripes or markers per measured foot.
- c. Subsection 312-4 provides for the measurement and payment for individual pavement markers that are not installed as part of a Caltrans striping detail.

ADD NEW SECTION 310-7 TO READ:

310-7 Crosswalks, Limit Lines, and Pavement Markings.

310-7.1 General. Thermoplastic pavement markings shall be applied as shown on the State Department of Transportation Standard Plans, A-24 A, B, and C and shall conform to the applicable provisions in Section 310-5.6 and these special provisions. Thermoplastic material for crosswalks, limit lines, and pavement markings shall be applied at a thickness of 0.125 to 0.188 inch. Glass bead shall be applied immediately to the surface of the molten thermoplastic material at a rate of not less than 10 pounds per 100 square feet.

310-7.2 Measurement and Payment. Crosswalks, limit lines, and pavement markings will be measured and paid by the square foot for the actual area covered. The price paid per square foot for pavement markings shall include full compensation for furnishing all labor, material, tools, equipments and incidentals and for doing all the work involved in furnishing and placing the pavement markings, complete in place as specified herein and as directed by the Engineer.

SECTION 312 – PAVEMENT MARKER PLACEMENT AND REMOVAL

312-4 MEASUREMENT AND PAYMENT.

ADD THE FOLLOWING PARAGRAPH TO THE END OF SUBSECTION 312-4:

The contract unit price for each reflective and non-reflective pavement marker placed or removed shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in each placement or removal of reflective and non-reflective pavement marker, and performing all the incidental work connected therewith as herein specified.

SECTION 313 – PAVEMENT BASE REPAIR

313-1 General. Pavement base repair consists of removing existing bituminous surface and base where directed by the Engineer and replacement of the removed material with ¾" maximum, Medium Type B from Table 203-6.4.3 (A) Bituminous Mixture PG 64-10 with 15% RAP. Unsuitable material below the 8 inch to 12 inch depth will be replaced with crushed aggregate base.

The depth of asphalt base repair shall be as shown on the plans or as directed by the Engineer.

Locations where pavement base repair is needed and no other pavement treatment is proposed, the pavement section should be as follows:

- Upper Course (Top 2" of AC) or AC OVERLAY: ½" Aggregate, Type C2 Mix from Table 203-6.4.3 (A) Bituminous Pavement Mixture PG64-10 with 15% reclaimed asphalt pavement (RAP)
- Lower Course(s) (more than 2" below surface) or AC BASE REPAIR: ¾" Aggregate, Type B Mix from Table 203-6.4.3 (A) Bituminous Pavement Mixture PG64-10 with 15% reclaimed asphalt pavement (RAP)

All excavations shall be cut with vertical faces and edge faces shall be parallel. The exact limits of asphalt concrete surfacing to be removed and replaced will be determined by the Engineer. The minimum dimensions for asphalt concrete removed shall be 4 feet x 4 feet and may consist of irregular shapes. The Contractor, at his convenience, may excavate and remove pavement outside the limits determined by the Engineer. Repairing or removing and replacing pavement damaged outside the limits of pavement to be replaced shall be at the Contractor's expense and will not be measured nor paid for.

Edges of all cut faces to be tack coated before placing asphalt concrete. Asphalt concrete shall be placed and compacted to 95 percent relative compaction in accordance with the provisions applicable thereto of Subsection 302-5 of the Standard Specifications and these Special Provisions.

Upon completion of the pavement base repair work, the joint area of the new material shall be re-tacked. All excavated areas shall be finished to grade each day to provide normal, safe traffic service. Temporary traffic markings approved by the Engineer shall be placed on the same day as the completion of pavement rehabilitation and prior to the opening of street to traffic.

If resurfacing is scheduled to occur more than seven (7) working days after the base repair work is completed, the Contractor shall remove temporary traffic striping and markings, and replace all existing traffic striping and pavement markings with permanent paint. Full compensation for replacing all existing traffic striping and pavement markings with permanent paint shall be considered as included in the price paid for the bid items of work involved, and no additional compensation will be allowed therefore.

AC base repair may be performed prior to full-width milling. The City will provide drawings showing locations of all AC base repair locations prior to Notice To Proceed date. Under bid item "Asphalt Concrete Base Repair", the contractor shall mark the AC base repair locations using the provided plans at least 14 calendar days prior to AC base repair work. The City will be provided 7 calendar days to review, adjust, and approve the marked locations.

Payment. Measurement and payment of the bid item for "Asphalt Concrete Base Repair" shall be paid on a per ton basis.

PART 4 -- ROCK PRODUCTS

SECTION 400 – ALTERNATE ROCK PRODUCTS, ASPHALT CONCRETE, PORTLAND CEMENT CONCRETE AND UNTREATED BASE MATERIAL

400-4 ASPHALT CONCRETE.

REVISE SUBSECTION 400-4.1 TO READ:

400-4.1 General. Asphalt concrete shall be mixture of mineral aggregate and paving or liquid asphalt mixed at a central mixing plant.

This material will be designated by the type of asphalt concrete, class and grade i.e., "III-B2-PG 64-10. Unless otherwise specified on the plans or in the Special Provisions, III-B3-PG64-10 shall be used.

PART 6 – MODIFIED ASPHALTS NO CHANGES

*******THE END *******

ATTACHMENTS

No.	Attachment Name	Ref. Section
1	Submittal List	2-5.3.3
2	Material Submittal	2-5.3.3
3	Material or Product or Method Substitution Request	3-1.1
4	Contractor's Claim Submittal Form	3-7
5	As-Built Plans Certification Form	6-8
6	Operation Hours	7-10.1.2
7	Holiday Restricted Streets	7-10.1.2
8	Limited Operation Areas	7-10.1.2
9	Project Information Sign	7-12.1
9A	Barricade Sign	7-12.1
10	Request for Replacement Utility Box for Curb Ramp Work	303-5.1.1.a
11	Door Hangers	7-12.1
12	Imported Materials Certification Form	211-5
12	Subsection 211-4 Special Provisions for Imported Material or Backfill	211-4
13A	Schedule Q – Insurance Requirements	7-3
13B	Schedule Q – Insurance Requirements	7-3
14	2010 Revised Standard Plan RSP A87A, A88A, A88B, A90A, A90B	General

Attachment 1 – Submittal List

CONTR=Contractor; SUPPL= Supplier

Subsection 2-5.3.3

NO.	REQUIRED SIGNATURES		ITEM	TYPE	SPECIFICATION NO.
1	CONTR	SUPPL	Imported Materials Certification Form		4-1
	CONTR		Construction Schedule		6-1
	CONTR		As-Built Plans		6-8
	CONTR		Traffic Control Plan		7-10.1
	CONTR		Injury and Illness Prevention Plan		7-10.4.5.d
	CONTR		Trench Shoring		2-5.3.2
	CONTR	SUPPL	Backfill	Crushed Aggregate Base	200-2.2
	CONTR	SUPPL	Backfill	Misc. Aggregate Base	200-2.2
	CONTR	SUPPL	Subbase	Selected Subbase	200-2.6
	CONTR	SUPPL	Concrete	Sidewalks, curbs, gutters, ramps, sewer structures, etc.	201-8
	CONTR	SUPPL	Steel Reinforcement	Steel Reinforcement for Concrete	201-2
	CONTR	SUPPL	Paving Materials	Crack Seal	203-3
	CONTR	SUPPL	Paving Materials	Paving Asphalt	203-1
	CONTR	SUPPL	Paving Materials	Bonded Wearing Course (Gap Graded)	203-16
	CONTR	SUPPL	Paving Materials	Asphaltic Emulsion Membrane	203-16
	CONTR	SUPPL	Paving Materials	Asphalt Concrete	203-6
	CONTR	SUPPL	Paving Materials – AC Top Course or AC Overlay	½" Maximum Aggregate, Medium 15% recycled Asphalt, Type C2, PG64-10	203-6
	CONTR	SUPPL	Paving Materials – AC Lower Courses	¾" Maximum Aggregate, Medium 15% recycled Asphalt, Type B, PG64-10	203-6
	CONTR	SUPPL	Paving Materials	Recycled AC – Hot Mixed	203-7
	CONTR	SUPPL	Paving Materials	Asphalt Paint	203-8
	CONTR	SUPPL	Paint	Traffic Striping, Curb Marking, etc.	210-1.6
	CONTR	SUPPL	Paint	Reflective Traffic Striping	210-1.6.5
	CONTR	SUPPL	Imported Materials Certification Form	Subbase, Aggregate Base, Fill, Topsoil, etc.	211-5
	CONTR	SUPPL	Pavement Marker	Blue Fire Hydrant Marker	214-2
	CONTR		Door Hanger	For adjacent businesses and residences	Attachment 12

*All specification designations refer to the Standard Specifications for Public Works Construction (Green Book), 2009 Edition; these Special Provisions; and the City of Oakland Standard Details for Public Works Construction, 2002 Edition. This list is intended to be comprehensive, but no claim for their 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.

Attachment 2 Material Submittal

Subsection 2-5.3.3

Supplier/Manufacturer: _____

Address: _____

Telephone: _____ Fax: _____

Item Description: _____ Spec. #: _____

Use of Item: _____

Note to the Supplier: The attached project special provisions modify the 2009 Standard Specifications for Public Works Construction (Green Book). These special provisions detail the requirements for the proposed material. Please review the special provisions, the Green Book and the text in the box below to ensure that the proposed material meets the project specifications. Include this signed form with all necessary documents for the material submittal.

I certify that the proposed material is in compliance with the contract specifications

- ☐ with no exceptions.
☐ with exceptions as noted.

Submittal Item Number _____
(Use numbering system from Attachment 1.)

Signature of Supplier's Representative: _____ Date: _____

Signature of Contractor's Representative: _____ Date: _____

Submittal Review

- ☐ No exceptions taken ☐ Exceptions taken as Noted ☐ Reviewed
☐ Rejected ☐ Revise and Resubmit
☐ Review Not Required ☐ Submit Specified Item
☐ _____

Review is only for the general conformance with the project design concept and general compliance with the information provided in the Contract Documents. The Contractor is responsible for conformance with all requirements of the Contract Documents, including, but not limited to, dimensions that shall be field verified, fabrication processes and construction techniques, coordination of work, and satisfactory performance of all work. Deviations from the Contract Documents are not reviewed unless specifically requested by the Contractor in writing. Review on resubmission will only cover designated changes on this submittal and other changes specifically identified by the Contractor.

CITY OF OAKLAND OPW, Bureau of Engineering and Construction

Comments:

Reviewer:

Date:

Attachment 3

MATERIAL OR PRODUCT OR METHOD SUBSTITUTION REQUEST

Subsection 3-1.1

NOTE: Provide six sets of this completed form and attachments for each separate substitution request.

To: **City of Oakland** Project Number: _____

Project Name: _____

A. We hereby submit for your consideration the following product instead of the specified item:

1. Section _____ Sub-article _____

2. Specified Item _____

3. Proposed Substitution (Mfr., Type, Model, Rehabilitation, etc.) _____

B. Complete all of the following:

1. We propose providing the City a cost credit (including costs for changes by other trades) of \$ _____. Does this substitution offer earlier delivery or less construction time? (Yes____)
(No____)

How much and why? _____ (hours/days/weeks) _____

2. How does this substitution affect any dimensions, layouts, profiles or details of other trades/methods as shown on the drawings? _____

3. Has this substitution been coordinated with the remainder (or other portions being affected) of the project? _____

4. What are the specific differences between this substitution and the specified item? _____

C. Attach the following items as applicable. Check box ☐ if item is attached to this substitution request.

<input type="checkbox"/> a. Manufacturer' technical data	<input type="checkbox"/> d. Drawings & description of changes required by other trades
<input type="checkbox"/> b. Laboratory test or performance results	<input type="checkbox"/> e. Samples
<input type="checkbox"/> c. Drawings & diagrams of the proposed product / method	<input type="checkbox"/> f. Manufacturer's guarantee & maintenance instructions

D. The undersigned agrees to pay for all design, testing, changes to the Contract Documents, and construction costs incurred as a result of the acceptance of this substitution, at no cost to the City.

E. Submitted by (Firm): _____

Signature: _____ Title: _____ Date: _____

Attachment 4
Contractor's Claim Submittal Form

Section 3-7

Under penalty of law for perjury or falsification and with specific reference to the California False Claims Act, Government Code Section 12650 et. Seq., the undersigned,

Name _____	Title _____	Company _____
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hereby certifies that the claim for additional compensation or time, if any, made herein for the work on this contract is a true statement of the actual costs incurred and time sought, and is fully documented and supported under the contract between the parties.

Dated _____

/s/ _____

Subscribed and sworn before me this _____ day of _____, 200__.

Notary Public
My Commission Expires _____

**Attachment 5
As-Built Plans Certification Form**

Section 6-8

Date: _____

To: OPW , Bureau of Engineering and Construction
Attn: _____
250 Frank H. Ogawa Plaza, Suite 4344
Oakland, Ca 94612

Re: Project No.: _____

Project Title: _____

The enclosed As-Built plans are submitted as required by Section 6-8 "Completion and Acceptance" of the contract specifications.

As the representative of _____, the General Contractor for the above referenced project, I hereby certify that all improvement work for said project has been completed in conformance with the original plans and specifications and changes noted on these As-Built plans.

Signed: _____

Title: _____

Contractor's License Number: _____

Attachment 6: OPERATION HOURS

Subsection 7-10.1.2

Project Name: Citywide Preventive Maintenance Resurfacing
Project Number: C427720

Attention is directed to Section 7-10. Public Convenience and Safety of the project Special Provisions to the 2009 Standard Specification for Public Works Construction (Greenbook).

The Contractor shall conduct its work 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 Manual on Uniform Traffic Control Devices (MUTCD), Chapter 6 – “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 operations 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 other times traffic lanes shall not be restricted and all should be reopened to travel. Emergency access shall be provided at all times.

Street Name	Work Period	North Bound	South Bound	East Bound	West Bound
98 th Avenue – Thermal Street to 880 Off Ramp	9AM to 4PM			1-12' lane open minimum See Limited Hours of Operation	
Broadway Terrace – Broadway to Harbord Drive (Pavement Change)	9AM to 4PM			1-12' lane open minimum See Limited Hours of Operation	
Adeline Street – 10 th Street to 19 th Street	8AM to 4PM	1-12' lane open minimum			
Fruitvale Avenue – Harold Street to E. 27 th Street	9AM to 4PM	1-12' lane open minimum See Holiday Restrictions and Limited Hours of Operation			
Market Street – 7 th Street to 18 th Street	9AM to 4PM	1-12' lane open minimum See Limited Hours of Operation			
Joaquin Miller (WB Direction) – Sanborn Drive to Monterey Boulevard	9AM to 4PM			1-12' lane open minimum	
Clay Street – 7 th Street to San Pablo	9AM to 4PM	1-12' lane open minimum See Holiday Restrictions			

The Contractor shall also include all checked items in the submitted Traffic Control Plan:

1. ☒ Traffic Management Plan (TMP) required by a license Traffic Engineer.
2. ☒ Community Outreach required under Traffic Management Plan (TMP).
3. ☒ Submit a construction traffic control plan to the Engineer for review per Section 7-10 of the Special Provisions.
4. ☒ Replace all signs, pavement markings, and traffic detector loops damaged or removed due to construction within 3 days of completion of work or the final pavement lift.
5. ☒ Provide advance notice to Oakland Police at (510) 777-3333 (24-hrs) and Oakland Fire at (510) 238-3331 (2-hrs) when a single lane of traffic or less is provided on any street.
6. ☒ Provide 72-hour advance notice to AC Transit at (510) 891-4909 when affecting a bus stop.
7. ☒ For Caltrans roadways, ramps, or maintained facilities, the Contractor shall obtain appropriate permits and notify the Traffic Management Center 24 hours in advance of any work.
8. ☒ Flagger control is required. Certified Flagger is required.
9. ☐ Pedestrian walkway by K-rail, Canopy or Plywood is required. (Provide detour plan)
10. ☒ Pedestrian traffic shall be maintained and guided through the project at all times.
11. ☒ Provide 72-hours advance notice to adjacent businesses and residences before beginning work.
12. ☒ Allow all traffic movement at intersections unless otherwise approved by the Engineer.

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

Attachment 7: HOLIDAY RESTRICTED STREETS

Subsection 7-10.1.2

Antioch St: All
Bancroft Ave: 57th to 75th Ave.
Broadway: All
Clay St: 7th St. to San Pablo
College Ave: All
Dimond Ave: Montana to MacArthur
Frank Ogawa Plaza: All
El Embarcadero: All
Foothill Blvd: Lakeshore to 73rd Ave.
Franklin St: 7th St. to Broadway
Fruitvale Ave: E 12th to E 22nd
 & School St. to Lyman Rd.
Grand Ave: All
Harrison St: 5th St. to 27th St.
Havenscourt Blvd: Camden to MacArthur
Jack London Square: All
Lake Park Ave: All
Lakeside Dr: All
Lakeshore Dr: 12th St. to Prince
LaSalle Ave: N End to Moraga Ave.
MacArthur Blvd: Excelsior to High St.;
 & Seminary to 76th Ave.
Medau Place: All
Montana St: MacArthur Blvd. to Fruitvale
Mountain Blvd: Moraga to Colton Blvd.
Park Blvd: E 18th St. to 5th Ave.
 & Hampel to Glendora
Piedmont Ave: Broadway to Pleasant Valley
Pleasant Valley: All
Seminary Ave: Avenal to Monadnock
Telegraph Ave: All

Webster St: 6th St. to Broadway
West Grand: Broadway to Telegraph
West MacArthur: Harrison to Manila
Williams: MLK Jr. Way to Telegraph

5th St: Market to Broadway
7th St: Broadway to Madison
8th St: MLK Jr. Way to Madison
9th St: MLK Jr. Way to Madison
10th St: MLK Jr. Way to Madison
11th St: Brush to 12th St. Dam
12th St: Brush to 1st Ave.
13th St: Broadway to Harrison
14th St: Brush St. to 12th St. Dam
15th St: Broadway to Harrison
16th St: Clay to Telegraph
17th St: Brush to Lakeside Dr.
18th St: Brush to Telegraph
19th St: Castro to Lakeside Dr.
20th St: Castro to Harrison St.
21st St: MLK Jr. Way to Harrison
22nd St: MLK Jr. Way to Harrison
1st Ave: E 12th St. to Foothill
3rd Ave: E 18th St. to Park Blvd.
35th Ave: San Leandro St. to E 15th St.;
 & Suter St. to Kansas St.
68th Ave: Foothill to MacArthur
73rd Ave: E 14th St. to MacArthur
East 14th St: 1st Ave. to San Leandro Limits
East 18th St: Lakeshore to 8th Ave.

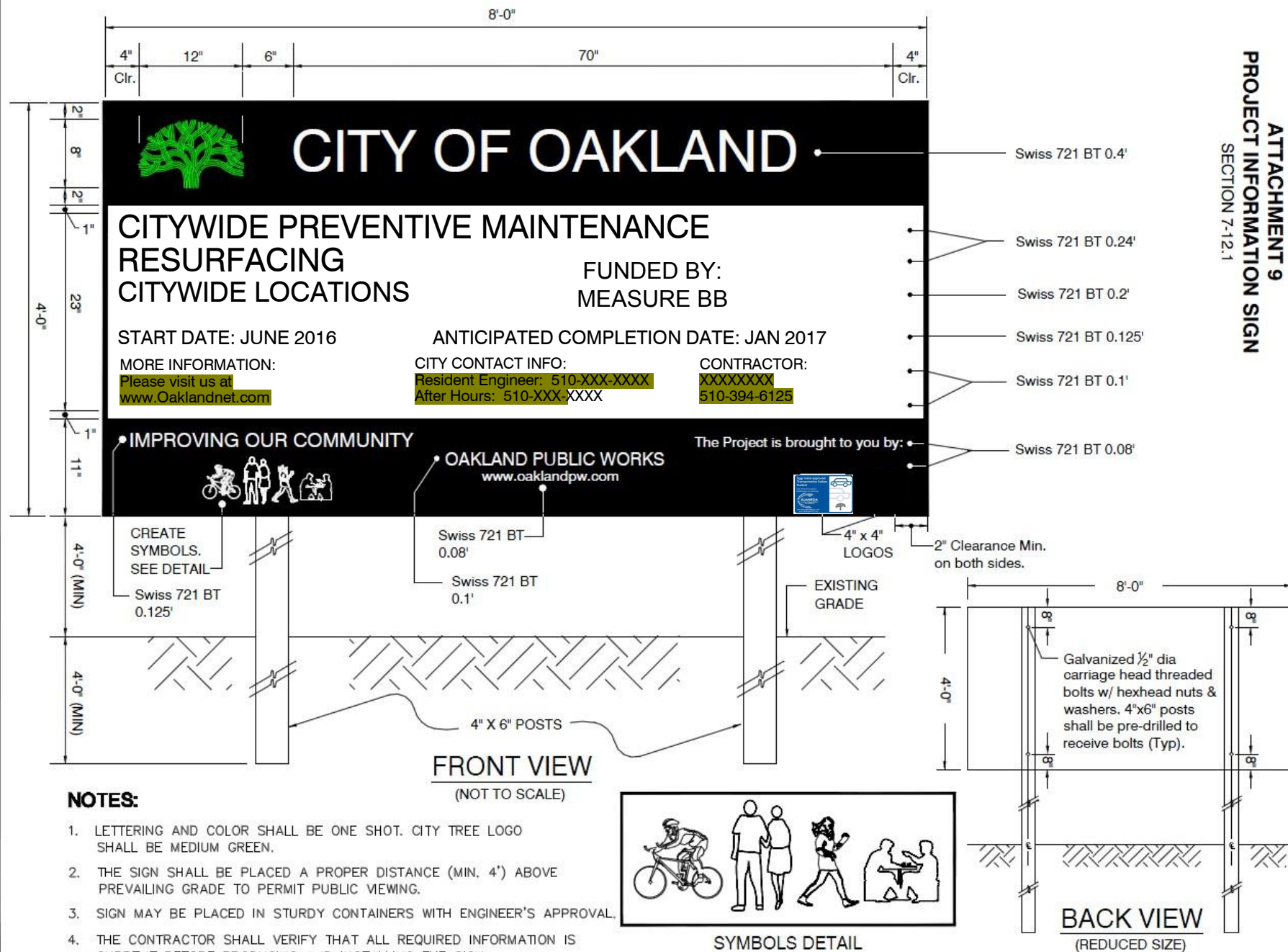
Attachment 8 LIMITED OPERATION AREAS

Subsection 7-10.1.2

Adeline St: 1st St. to 7th St.
Ardley Ave: E 31st St. to MacArthur
Bancroft: 42nd Ave. to San Leandro Limits
Bancroft Way: E14th St. to 47th Ave.
Bayo Vista Ave: Harrison to Oakland Ave.
Beaumont Ave: 14th Ave. to Park Blvd.
Bond St: 42nd Ave. to Bancroft Ave.
Broadway: All
Broadway Terrace: Broadway to Glenbrook Dr.
Brush St: 5th St. to W Grand
Camden St: Foothill to Seminary
Castro St: 5th St. to San Pablo Ave.
Chatham Rd: Beaumont Ave. to Park Blvd.
Chester St: 5th St. to 7th St.
Claremont Ave: All
College Ave: All
Coliseum Way: High St. to 50th Ave.
Doolittle Dr: All
Edes Ave: Hegenberger to 98th Ave.
Edwards Ave: All
El Embarcadero: All
Foothill Blvd: 1st Ave. to MacArthur
Franklin St: 7th St. to Broadway
Fruitvale Ave: Alameda Limits to Whittle
Grand Ave: Broadway to Mandana
International Blvd/14th Ave: All
Northgate Ave: All
Harold St: All
Harrison St: 5th St. to Bayo Vista Ave.
Havenscourt Blvd: All
Hawley St: 69th Ave. To 73rd Ave.
Hegenberger Rd: All
High St: All
International Blvd: All
Keith Ave: College to Broadway
Lakepark Ave: Grand to Wesley Ave.
Lakeshore Ave: 12th St. to Mandana
Lakeside Dr: Harrison St. to Oak St.
Lincoln Ave: All
MacArthur Blvd: Fairmount Ave. to Seminary
& 73rd Ave. to San Leandro City Limits
Madison St: 5th St. to Lakeside Dr.
Mandana Blvd: Grand to Lakeshore
Mandela Parkway: All
Market St: 5th St. to Aileen St.
Miles St: Forest St. to Patton St.
MLK Jr. Way: All
Montana St: MacArthur to Coolidge
Moraga Ave: All
Mountain Blvd: Thornhill to Park Blvd.
Oak St: Lakeside Dr. to 5th St.
Oakland Ave: All
Park Blvd: All
Peralta St: 5th St. to 8th St.

Piedmont Ave: All
Pleasant Valley Ave: All
Redwood Rd: 35th Ave. To Skyline
San Leandro St: All
San Pablo Ave: All
Snake Rd: Mountain Blvd. to Shepherd Canyon Rd.
Seminary Ave: San Leandro St. to MacArthur
Shattuck Ave: All
Telegraph Ave: All
Thornhill Dr: Moraga Ave. to Mountain Blvd.
Webster St: 7th St. to Broadway
W Grand Ave: All
W MacArthur Blvd: All
1st Ave: All
5th Ave: All
14th Ave: All
22nd Ave: Foothill Ave. to 23rd Ave.
23rd Ave: All
29th Ave: Estuary Bridge to International Blvd.
33rd Ave: E 12th St. to E 14th St./ Int'l Blvd.
34th Ave: E 12th St. to E 14th St.
35th Ave: San Leandro St. to Redwood Rd.
37th Ave: San Leandro St. to E 12th St.
42nd Ave: E 14th St./ International Blvd. to Foothill
46th Ave: E 12th St. to E 14th St./Int'l Blvd.
66th Ave: Oakport Rd. to E 14th St./Int'l Blvd.
69th Ave: San Leandro St. to Hawley St.
73rd Ave: All
81st Ave: San Leandro St. to E 14th St.
98th Ave: All
E 8th St: All
E 12th St: 1st Ave. to 46th Ave.
E 14th St. (International Blvd): All
E 15th St: 1st Ave. to 14th Ave.
E 18th St: Lakeshore Ave. to 14th Ave.
5th St: Oak to Market & Mandela to Peralta
6th St: Oak to Jackson & Broadway to Market
7th St: 7th Ave. To 7th St. Maritime Terminal
11th St: Market St. to Oak St.
12th St: Broadway to Fallon St.
12th St. Dam: All Roadway Facilities
14th St: Market St. to Oak St.
17th St: Harrison St. to Brush St.
18th St: Market St. to MLK Jr. Way
19th St: MLK Jr. Way to Harrison St.
20th St: San Pablo Ave. to Lakeside Dr.
27th St: San Pablo Ave. to Harrison St.
27th St: San Pablo Ave. to MLK Jr. Way
35th St: Market St. to MLK Jr. Way
36th St: Market St. to MLK Jr. Way
40th St: All
51st St: Telegraph to Broadway
52nd St: MLK Jr. Way to Telegraph

ATTACHMENT 9
PROJECT INFORMATION SIGN
SECTION 7-12.1



**Attachment 9A:
Barricade Sign**



**OAKLAND PUBLIC WORKS DEPARTMENT
BUREAU OF ENGINEERING AND CONSTRUCTION**

**PARDON OUR DIGGING
Work Description:**

CITY PROJECT NUMBER: C427720

CONSTRUCTION INFORMATION: (510) 238-3051

**CONTRACTOR NAME AND PHONE NUMBER: XXXXX
XXXXX**

NOTES:

1. SIGN SHALL BE 8.5" X 11".
2. SIGN SHALL BE WHITE EXCEPT FOR TREE ICON AND BORDER.
3. TREE ICON AND 0.1" THICK BORDER SHALL BE GREEN.
4. FONT STYLE SHALL BE ARIAL.
5. SIGN SHALL BE SECURED TO TYPE I BARRICADE.
6. SIGN SHALL BE LAMINATED ON CARD STOCK.
7. "CITY PROJECT NUMBER", "CONSTRUCTION INFORMATION", "CONTRACTOR NAME AND PHONE NUMBER" TEXT SHALL BE 0.2".

Attachment 10
Request for Replacement Utility Box for Curb Ramp Work

Subsection 303-5.1.1.a

TO:

- ☐ **AT&T:** Otis Thompson (510) 645-7007
- ☐ **EBMUD North Yard:** Everything North of Broadway to the Berkeley/Emeryville Border; Rick Pinguelo (510) 287-0831; fax (510) 758-6038
- ☐ **EBMUD South Yard:** Everything South of Broadway to San Leandro Border, John Hyden tel (510) 287-0837 / 287-0838 / 287-0839; fax (510) 276-5643
- ☐ **PG&E Electric:** Mark Augustin; tel (415) 716-7714; fax (510) 437-2289
- ☐ **PG&E Gas:** Mark Augustin; tel (415) 716-7714; fax (510) 437-2289

Intersection Location:

Corner (i.e. N, NE, etc.) _____

Utility Box Dimensions: _____

Contractor Name and Telephone #: _____ (____) _____

I certify that a free replacement utility box is needed because

- ☐ either the existing box was damaged (pre-existing condition), or
- ☐ the existing box was unavoidably damaged by my crew while exercising due diligence to protect the existing improvements.

Sketch or Comments:

Contractor's Representative

Date

Approved by

City of Oakland Resident Engineer

Date

Attachment 11

Door Hangers

Subsection 7-12.1

C427720: Citywide Preventive Maintenance Resurfacing

The City of Oakland has contracted with our company, Name of Contractor, to construct or replace selected sidewalks and curb ramps in Oakland. As part of this work, our crews will install curb ramps and replace sidewalks, curbs and gutters damaged by official City trees

This project has been funded by the Alameda County Measure B Gas Tax.

☐ Miscellaneous curb ramp or sidewalk work on your block will begin _____ and should take approximately ____ days to complete.

☐ Street repairs on your block will begin _____ and should take approximately ____ days to complete.

Should our construction schedule be delayed, you will receive an updated notice.

We are required to reinstate all traffic lanes and clean the construction site by 5:00 PM every working day.

City of Oakland staff will be monitoring this construction project to ensure that it meets project plans and specifications.

If you have any questions or concerns about our work, please call the City of Oakland Resident Engineer (Name) at 510-xxx-xxxx on weekdays from 8:00 AM to 4:30 PM.

The reverse side of this door hanger explains who is responsible for maintaining City sidewalks.

Who has the maintenance responsibility for the public sidewalks next to streets?

Although public sidewalks adjacent to City streets are located within the public right of way, the owner of the fronting property is responsible for such sidewalk maintenance and repair. See Sections 5600-5602 of the California State Street and Highways Code and Section 12.04 of the Oakland Municipal Code.

As such, the adjoining property owner is responsible for the replacement of damaged sidewalk. This responsibility is enforced when sidewalk damage limits use of the sidewalk and/or becomes a public safety concern. Legal claims are hardly a rare occurrence these days, and you should be aware that the property owner is the primary target if an accident occurs.

Street trees are a common cause of sidewalk damage. In order to maintain a fair balance between individual and City responsibility, the City of Oakland has accepted the responsibility for paying the cost of repairing sidewalk damage partially or completely caused by official City trees. The miscellaneous concrete repairs provided by this construction project is one project providing such repairs.

If you have any questions as to how the City has determined what sidewalk repairs are provided by this construction project, please call 510-238-3651.

People with questions concerning official or unofficial street trees should call the City of Oakland Tree Division at 510-615-5850.



Attachment 12
Imported Materials Certification Form
Subsection 211-4

PROJECT INFORMATION

Number: C427720 **Name:** Citywide Preventive Maintenance Resurfacing

Location or Street Address: _____

CONTRACTOR / SUBCONTRACTOR IMPORTING MATERIAL

Name: _____ **Street Address:** _____

City: _____ **State:** _____ **Zip Code:** _____ **Phone No.:** _____

Fax No. _____ **Email:** _____

SOURCE AREA OWNER

Name: _____ **Street Address:** _____

City: _____ **State:** _____ **Zip Code:** _____ **Phone No.:** _____

Fax No. _____ **Email:** _____

IMPORT MATERIAL TYPE (Select One)

- ☐ **Soil**
☐ **Aggregate – Not Recycled** Specify Type: _____
☐ **Recycled Aggregate** Specify Type and Past Uses: _____

☐ **Biosolids**
☐ **Compost**

SOURCE AREA LAND USE HISTORY (Check all current and past uses)

- ☐ **Residential** ☐ **Agricultural** ☐ **Commercial / Industrial** ☐ **None (i.e., virgin undeveloped)**

SPECIFICS

Quantity (in cubic yards): _____ **Placement and Use:** _____

I hereby certify that the Import Material identified above meets the City of Oakland specifications of Section 211-4 Import Fill Material. I further certify that if the Import Material is determined not to be in compliance with these specifications that I will immediately and diligently remove all out-of-specifications Import Material and dispose of it in accordance with all applicable laws and regulations, conduct necessary sampling to verify that all out-of-specification Import Material has been removed, and verify to the satisfaction of the City and appropriate regulatory agencies that any adverse impacts to surrounding soils, waters or other materials have been mitigated sufficiently. I agree to conduct these activities at my sole expense with no cost to the City.

I declare under penalty of perjury that I am authorized to execute this certification and that the foregoing information is correct.

Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____

Attachment 12

Subsection 211-4 Imported Material or Backfill

ADD NEW SUBSECTION 211-4 TO READ:

211-4 IMPORT FILL MATERIAL.

The following subsection shall be used for all City projects where fill material is imported for any purpose.

211-4.1 Definitions.

Import Material: Any fill identified for import to the project site from an offsite location, including but not limited to: soil, gravel, crushed rock, rock dust, crushed concrete, sand, compost and biosolids (organic matter recycled from sewage).

(5) **Source Area:** The location from which the Import Material originated.

(6) **Chemical of Concern:** Any chemical identified for analysis per 211-4.2.2.

(7) **Pathogen of Concern:** Any pathogen identified for analysis per 211-4.2.2.

211-4.2 General.

3. **Import Material Certification.** The Contractor shall submit an original, signed copy of the Import Material Certification Form (**Attachment 11** at the end of these Special Provisions) to the Engineer at least 15 working days prior to delivering Import Material to the construction site. A separate form shall be submitted for each separate Import Material and Source Area. The Contractor shall attach the following documentation to the Import Material Certification Form:

- c. Chemical and Pathogen of Concern analysis results for the Import Material, including laboratory data sheets, chain-of-custody documentation, description of sample collection methods, and any additional information pertinent to assessing the potential for the Import Material to be contaminated by Chemicals or Pathogens of Concern;
- d. Class A (pathogen reduction), Exceptional Quality (low heavy metals concentrations) documentation if the Import Material is biosolids.

4. **Sampling and Analysis of Import Material.** Unless otherwise agreed to in writing by the Engineer, the Contractor shall comply with the sampling, handling and analytical protocol outlined below.

- a. The Contractor shall collect samples per the frequency outlined in Table 211-4.2(A).

Table 211-4.2(A). Sampling Frequency for Import Material Characterization¹

Volume of Import Material	Sampling Frequency
< 1,000 cubic yards	1 sample per 250 cubic yards
1,000 to 5,000 cubic yards	4 samples for first 1,000 cubic yards + 1 sample for each additional 500 cubic yards
>5,000 cubic yards	12 samples for first 5,000 cubic yards + 1 sample for each additional 1,000 cubic yards

¹Source: Department of Toxic Substances Control, "Information Advisory: Clean Imported Fill Material", October 2001.

All samples shall be representative of Import Material conditions at the time of import. Composite samples shall be considered acceptable unless analysis for volatile organic compounds (VOCs) is required, in which case individual discrete samples shall be submitted for analysis. Composite samples shall consist of no more than four discrete samples. All compositing of samples must be performed by a California State-certified laboratory. The sampling, handling, and preservation shall be completed in accordance with the procedures outlined in EPA Document SW-846.

- b. All analyses of chemicals and pathogens shall be performed by a California State-certified laboratory.

Table 211-4.2(B) outlines, by Source Area land use history, the Chemicals of Concern and prescribed analytical methods to be followed for characterization of Import Material that is soil or aggregate (not recycled).

**Table 211-4.2(B). Required Analyses by Source Area Land Use History –
Soil and Aggregate (Not Recycled)**

Source History	Chemicals of Concern + Analytical Methods
Virgin, undeveloped property	heavy metals (EPA methods 6010B and 7471A); asbestos (OSHA method ID-191)
History of residential use	heavy metals (EPA methods 6010B and 7471A); asbestos (OSHA method ID-191); TPH (modified EPA method 8015)
History of agricultural activity	heavy metals (EPA methods 6010B and 7471A); asbestos (OSHA method ID-191); TPH (modified EPA method 8015); organo-chlorine pesticides (EPA method 8081A or 8080A); organo-phosphorus pesticides (PEA method 8141A); chlorinated herbicides (EPA method 8151A)
History of commercial / industrial activity	heavy metals (EPA methods 6010B and 7471A); asbestos (OSHA method ID-191); TPH (modified EPA method 8015); VOCs (EPA method 8021 or 8260B, as appropriate, and combined with collection by EPA method 5035); semi-VOCs (EPA method 8270C); PCBs (EPA method 8082 or 8080A) ¹

¹For railroad properties, the Contractor must also analyze Import Material for chlorinated herbicides per EPA method 8151A.

If the Contractor is unable to determine a complete land use history of the Source Area to the satisfaction of the Engineer, the Contractor shall be obliged to undertake all the analyses listed in Table 211-4.2(B).

Table 211-4.2(C) prescribes the analytical methods to be followed for characterization of Import Material that consists of the following recycled products: aggregate (e.g., crushed concrete, asphalt, etc.); compost; and biosolids.

Table 211-4.2(C). Required Analyses – Recycled Material

Import Material	Chemicals/Pathogens of Concern + Analytical Methods
Recycled aggregate	heavy metals (EPA methods 6010B and 7471A); asbestos (OSHA method ID-191); TPH (modified EPA method 8015); PCBs (EPA method 8082 or 8080A)
Compost	heavy metals (EPA methods 6010B and 7471A); organo-chlorine pesticides (EPA method 8081A or 8080A); organo-phosphorus pesticides (PEA method 8141A); chlorinated herbicides (EPA method 8151A); fecal coliform (EPA method 1680); salmonella (EPA method 1682) ¹
Biosolids ²	heavy metals (EPA methods 6010B and 7471A); semi-VOCs (EPA method 8270C); PCBs (EPA method 8082 or 8080A)

¹List of required analyses based on *Compost Quality Standards and Testing Protocol*, Alameda County Waste Management Authority (2006)

²Biosolids must also have been designated Class A for pathogen reduction.

In addition to meeting the screening criteria outlined in 211-4.3 for the chemicals of concern listed in Table 211-4.2(C) above, all biosolids must:

- (1) be designated Class A per *40 CFR 503.8* (i.e., no detectible concentrations of the following pathogens: enteric viruses, fecal coliform, helminth ova, and salmonella); and
- (2) be designated Exceptional Quality (i.e., low heavy metals concentrations per Table 3 of *40 CFR 503.13*).

The Contractor may use sewage plant data to confirm the Class A designation. For Chemicals of Concern, the Contractor must provide data from analyses run on stockpile samples of the actual material to be imported (i.e., general sewage plant data for the Chemicals of Concern listed in Table 211-4.2(C) above are insufficient).

4. **Verification by City:** The City may, at its option and at any time, collect samples of Import Material to verify that it meets the specifications outlined in 211-4. The Contractor shall fully cooperate in the collection of the samples.

If the resulting chemical or pathogen analyses indicate that the material does not meet the specifications outlined in 211-4, the Contractor shall be responsible for providing, to the satisfaction of the Engineer, subsequent sampling and analyses at the Contractor's sole expense to determine the extent of out-of-specification material delivered to the construction site.

If the Contractor uses Import Material that is, or is found to be, not in accordance with the specifications of 211-4, the Contractor shall promptly remove all out-of-specification Import Material. The Contractor shall verify, to the satisfaction of the Engineer, that all out-of-specification Import Material has been removed and any effects from its placement at the site have been mitigated sufficiently. The subsequent disposal of the out-of-specification Import Material shall be the sole responsibility and at the sole expense of the Contractor. The City shall not be liable for, nor will it pay, any additional costs incurred by the Contractor for the characterization, removal, disposal, or replacement of the out-of-specification Import Material.

211-4.4 Screening Levels for Import Material.

4. **All Chemicals of Concern, Except Lead.** No Import Material with one or more Chemicals of Concern at a concentration greater than the current San Francisco Bay Region Water Quality Control Board Environmental Screening Level (ESL) available at www.waterboards.ca.gov/sanfranciscobay/esl.htm shall be accepted ("Screening for Environmental Concerns at Sites with Contaminated Soil and Groundwater", Table A).
5. **Lead.** No Import Material with total lead concentrations at or greater than ten times the Soluble Threshold Limit Concentration (STLC) published in Title 22 of the California Code of Regulations shall be accepted. (As of January 1, 2008, the acceptable total lead concentration is <50 mg/kg.)
6. **Pathogens of Concern.** No Import Material with one or more Pathogens of Concern at detectable levels shall be accepted.

Attachment 13A&B

Attachment 13A

Schedule Q

CONSTRUCTION CONTRACTOR INSURANCE REQUIREMENTS

(Revised 2/11/15)

Section 0.0 Introduction of the Owner-Controlled Insurance Program

The City of Oakland (City) has implemented an Owner-Controlled Insurance Program (OCIP) for its construction projects. With few exceptions, the OCIP will be provided on all construction projects. The OCIP will provide the following insurance for all contractors enrolled the program, regardless of tier:

- Commercial General Liability
- Workers' Compensation/Employers Liability
- Excess Liability

Enrollment into the OCIP is required for all eligible contractors but is not automatic. Contractors must complete the enrollment forms and participate in the enrollment process for OCIP coverage to apply. For complete details about the enrollment process, refer to the OCIP Procedures Manual (See Attachment 13B).

Certain projects will not be eligible for the OCIP Program. Those projects include:

- Residential buildings and residential projects, including any buildings that are meant to be inhabited
- Projects with a majority component of hazardous material abatement/removal
- Projects involving nuclear exposures

Some trades are ineligible for the OCIP, regardless of the eligibility of the overall project. Contractors that are ineligible for enrollment are required to maintain their own insurance. They include:

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

Section 1.0 Insurance Requirements for Potential OCIP Projects

Section 1.1 Insurance Coverage Provided by OCIP

The following summaries are provided for general informational purposes in the event that the City elects to provide an OCIP. The actual terms and conditions of the coverage provided are contained in the OCIP insurance policies, and the General Contractor and others shall not rely upon this summary in lieu of the actual policies. It is the responsibility of all contractors to review the policies. Copies of the policies are available upon request to all contractors that will potentially participate in the OCIP.

Section 1.1.1 Commercial General/ Excess Liability Insurance (General Aggregate Limit Reinstates Annually)

- a. Primary Coverage: Limits for Bodily Injury, including death resulting therefrom and Property Damage. Limits are shared across all City projects and amongst participants.
- b. Policy Limits:
 - \$2,000,000 Each Occurrence
 - \$4,000,000 Completed Operations Aggregate*
 - \$4,000,000 General Annual Aggregate
 - \$10,000 Medical Payments- any one person
 - \$300,000 Fire Legal Liability – any one fire
- c. Policy Form: Commercial General Liability
“Occurrence” Form
- d. Excess Limits: Minimum \$25 million per Occurrence/Aggregate
- e. Premium Payments: By City
- f. Deductible: Any OCIP deductible will be paid by City.
The deductible will apply only to loss covered by insurance policies in the OCIP.
The deductible does not impose upon the City any duties of an insurer toward OCIP Participating Contractor.

* * A single aggregate applies for the products/completed operations coverage part and does not reinstate.

Section 1.1.2 Workers’ Compensation and Employer’s Liability Insurance

- Coverage A- Statutory Benefits
Liability imposed by the Workers’ Compensation and/or Occupational Disease statute of the State in which the work is performed and any other state or governmental authority having jurisdiction or if related to the work performed on the project.
- Limits of \$1,000,000 bodily injury per accident/employee; \$1,000,000 bodily injury per

disease/employee; \$1,000,000 policy limit by disease.

- USL&H (where applicable) – Statutory Benefits

Section 1.2 Insurance Coverage Required of Contractors

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. If requested, Contractor shall provide the City with copies of insurance policies evidencing coverage shown below. The insurance listed hereunder shall be considered minimum requirements and any and all insurance proceeds in excess of the requirements shall be made available to the City. Unless otherwise noted, the insurances listed below are required of all contractors working on the project, regardless of OCIP eligibility. The requirement to provide General Liability and Workers Compensation/Employers Liability shall only apply to off-site operations for those contractors that are enrolled in the OCIP.

A. Commercial General Liability insurance shall cover Bodily Injury, Property Damage and Personal Injury for Premises Operations, Products and Completed Operations, Independent Contractors and Contractual Liability. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).

I. Coverage afforded on behalf of the City, Councilmembers, directors, officers, agents, employees, and volunteers shall be primary insurance. Any other insurance available to the City, Councilmembers, directors, officers, agents, employees, and volunteers under any other policies shall be excess insurance (over the insurance required by this Contract).

II. Limits of Liability:

Contractors Ineligible for OCIP

Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence, \$2,000,000 general aggregate, and \$2,000,000 products/completed operations aggregate. The general aggregate limit shall apply separately to this location/project or the general aggregate limit shall be twice the required occurrence limit.

Contractors Enrolled in OCIP

Commercial general liability insurance shall be required of contractors enrolled in the OCIP for off-site operations only with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate.

- B. Automobile Liability Insurance.** Contractor shall maintain automobile liability insurance for bodily injury and property damage liability with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non- owned autos). Coverage shall be at least as broad as Insurance Services Office Form Number CA 00 01.
- C. Workers' Compensation insurance** as required by the laws of the State of California. Coverage shall include Employers Liability coverage with limits not less than \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease. The Contractor certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that code. The Contractor shall comply with the provisions of Section 3700 of the California Labor Code before commencing performance of the work under this Contract and thereafter as required by that code.

Contractors Enrolled In OCIP

Workers Compensation insurance shall be required of contractors enrolled in the OCIP for off-site operations only.

- D. Professional Liability/Errors and Omissions** insurance as appropriate for design/build operations with limits not less than \$2,000,000 each claim and \$2,000,000 aggregate. If the professional liability/errors and omissions insurance is written on a claims made form:

- I. The retroactive date must be shown and must be before the date of the contract or the beginning of work.
- II. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
- III. If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the contract effective date, the contractor must purchase extended period coverage for a minimum of three (3) years after completion of work.

- E. Builders' Risk/Course of Construction Insurance** (CP 10 30) covering all risks of loss in an amount equal to the completed value form with no coinsurance penalty provisions and in an amount equal to the initial contract sum, subject to subsequent modification of the contract sum. The insurance shall apply on a replacement cost basis. The insurance shall name as insured the City of Oakland, the Contractor and all subcontractors in the work. The insurance shall cover the entire work at the site identified in the Scope of Work, including reasonable compensation for architects' services and expenses made necessary by an insured loss. Insured property shall include portions of the work located away from the site but intended for use at the site and shall also cover portions of the work in transit. The policy shall cover the cost of removing debris, including demolition

as may be made legally necessary by the operation of any law, ordinance or regulation. The insurance shall be maintained in effect until the project has been accepted as substantially complete. The insurer shall waive all rights of subrogation against the City.

Section 1.3 Terms Conditions and Endorsements

The aforementioned insurance shall be endorsed and have all the following conditions:

- A. Insured Status (Additional Insured): Contractor shall provide insured status using ISO endorsement CG 20 10 or its equivalent naming the City of Oakland, its Councilmembers, directors, officers, agents employees and volunteers as insureds in the Commercial General Liability policy for both ongoing and completed operations. If Contractor submits the ACORD Insurance Certificate, the insured status endorsement must be set forth on a CG 20 10 (or equivalent). A STATEMENT OF ADDITIONAL INSURED STATUS ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF MEETING THIS REQUIREMENT; and
- B. Cancellation Notice: Contractor shall immediately provide written notice to the City of any notice of cancellation, notice of non-renewal, or any other material modification of the insurance coverages required to be provided under this Contract.
- C. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the contractor, its employees, agents, and subcontractors.
- D. Certificate holder is to be the same person and address as indicated in the "Notices" section of this Contract; and
- E. Insurer shall carry insurance from an admitted company with a Best Rating of **A VII** or better.

Section 1.4 Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductible or self-insured retentions as respects the City, its Councilmembers, directors, officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Section 1.5 Replacement of Coverage

In the case of the breach of any of the insurance provisions of this Contract, the City may, at the City's option, take out and maintain at the expense of Contractor, such insurance in the name of

Contractor as is required pursuant to this Contract, and may deduct the cost of taking out and maintaining such insurance from any sums which may be found or become due to Contractor under this Contract.

Section 1.6 Insurance Interpretation

All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Office as of the date of this Contract.

Section 1.7 Proof of Insurance

Contractor will be required to provide proof of all insurance required for the work to the City prior to execution of the contract, including copies of Contractor's insurance policies. In addition, when the Contractor is enrolled into the OCIP program, they will receive a Certificate of Insurance from the OCIP Administrator evidencing their coverage under the OCIP. Contractor shall provide the OCIP certificate of insurance to the City upon receipt from the OCIP Administrator.

Contractors enrolled in the OCIP shall also provide proof of insurance for Commercial General Liability (off-site operations only), Workers Compensation (off-site operations only), Automobile Liability, Professional Liability (Design-Build projects), Builders Risks, and other coverages as determined by the City. Failure to provide the insurance proof requested or failure to do so in a timely manner shall constitute ground for rescission of the contract award.

Section 1.8 Subcontractors

Should the Contractor subcontract out the work required under this agreement, they shall include all subcontractors as insureds under its policies or shall maintain separate certificates and endorsements for each subcontractor. As an alternative, the Contractor may require all subcontractors to provide at their own expense evidence of all the required coverages listed in this Schedule. If this option is exercised, both the City of Oakland and the Contractor shall be named as additional insured under the subcontractor's General Liability policy. All coverages for subcontractors shall be subject to all the requirements stated herein. The City reserves the right to perform an insurance audit during the course of the project to verify compliance with requirements.

Section 1.9 Waiver of Subrogation

Contractor waives all rights against the City of Oakland and its Councilmembers, officers, directors, and employees for recovery of damages to the extent these damages are covered by the forms of insurance coverage required above.

Section 1.10 Evaluation of Adequacy of Coverage

The City maintains the rights to modify, delete, alter, or change these requirements, with not less than ninety (90) days prior written notice.

Section 1.11 Higher Limits of Insurance

If the Contractor maintains higher limits than the minimums shown above, the City shall be entitled to coverage for the higher limits maintained by the Contractor.

Section 1.12 Bid Instructions for OCIP-covered Projects

Each bidder is required to exclude from the bid price its normal cost for the insurance coverages provided by the OCIP.

The “Cost of OCIP Coverages” is defined as the amount of Contractors’ reduction in insurance costs due to eligibility for OCIP Coverages. The Cost of OCIP Coverages includes reduction in insurance premiums, related taxes and assessments, markup on the insurance premiums and losses retained through the use of the self-funded program, self-insured retention, or deductible program. The Cost of OCIP Coverages must include expected losses within any retained risk. Contractor must deduct the Cost of OCIP Coverages for all lower tier subcontractors, in addition to its own Cost of OCIP Coverages.

Upon award of a contract, Contractor will receive access to the OCIP Administrator’s website, for online data submission. Contractor shall submit their Insurance Cost Worksheet to the OCIP Administrator, including copies of their Workers’ Compensation, General Liability and Excess Umbrella rate and declaration pages. They must include any deductible or Self-Insured Retention (SIR) amounts for Costs of OCIP Coverage verification purposes. Up to five years of loss runs may also be required when a large deductible program is in place with the Contractor.

The City reserves the right to a deductive change order if it discovers at any time that a Contractor of any tier has included the cost of any insurance provided by the City in its bid price, time and material rates, change order or unit prices.

In the event the City elects not to include a Contractor of any tier’s work under the OCIP, the standard terms and conditions regarding insurance listed in this Schedule Q will then apply. The OCIP Administrator will advise a Contractor of any tier which has submitted an enrollment form if they are excluded from the OCIP.

Contractor shall cooperate fully with the OCIP Administrator in providing the necessary insurance data and information as required in the bid specifications and associated documents furnished by the City and/or OCIP Administrator during the duration of the project or until City-furnished insurance coverage’s are terminated.

Section 1.13 Bidder’s Insurance Requirements

For an explanation on bidders insurance requirements, please refer to the Insurance Coverage Required of Contractors Section of this Schedule Q

Section 1.14 Loss Control and Claims Responsibilities

- All contractors of every tier must exercise every reasonable action to prevent work related injuries, property and equipment damage at the project site, as well as minimize the exposure of risk to the public and third party property.
- All contractors must conduct loss control prevention practices according to those requirements set by federal, state and city laws, statutes and specific project procedures developed for the site.
- All contractors must conform to insurer mandated safety requirements which include: Drug Free Work Environment and full fall protection beginning at six feet for all trades.
- In the event of an accident, it is the responsibility of contractors of any tier to see that injured workers or members of the public are provided immediate medical treatment.
- Contractor shall immediately provide claim notices with the insurance administrator who will report all claims under the OCIP to the insurance carrier.

Section 1.15 Summary of Contractor OCIP Responsibilities

Contractors of any tier are required to cooperate fully with the City and its OCIP Administrator in all aspects of OCIP operation and administration. All eligible Contractors of any tier will be required to provide information necessary to bind coverage under the OCIP on a “per contract” basis. Responsibilities of the Contractor include:

- Identifying the cost of insurance excluded from bids.
- Submitting the Contractor Enrollment Form (Form A) prior to commencing work.
- Submitting the Contractors Insurance Cost Worksheet (Form B) prior to commencing work.
- Submitting policy rating pages for Workers Compensation, General Liability, and Excess Liability with Form A and B.
- Submitting a Certificate of Insurance required by this Schedule Q prior to commencing work.
- Including all OCIP provisions in all subcontract contracts with lower tier subcontractors.
- Notifying the OCIP Administrator of all awarded subcontracts.
- Obtaining all required OCIP forms from lower tier subcontractors prior to their start of work and providing to the OCIP Administrator.
- Maintaining and reporting monthly payroll records by the 10th of every month
- Cooperating with the OCIP Administrator’s requests for information
- Complying with insurance, claim, and safety procedures

- Excluding the cost of coverages provided by the OCIP from all bids, contracts, subcontracts, purchase orders, change orders, time and material rates and unit prices.
- Notifying the OCIP Administrator immediately of any insurance cancellation or non-renewal of contractor-required insurance
- Notifying the OCIP Administrator immediately of any actual or potential insurance claims

<< END OF SECTION 1.0 >>

Section 2.0 Insurance Requirements for Non-OCIP Projects

Section 2.1 Insurance Coverage Required of Contractors

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. If requested, Contractor shall provide the City with copies of insurance policies evidencing coverage shown below. The insurance listed hereunder shall be considered minimum requirements and any and all insurance proceeds in excess of the requirements shall be made available to the City.

A. Commercial General Liability insurance shall cover Bodily Injury, Property Damage and Personal Injury for Premises Operations, Products and Completed Operations, Independent Contractors and Contractual Liability. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).

- I. Coverage afforded on behalf of the City, Councilmembers, directors, officers, agents, employees and volunteer shall be primary insurance. Any other insurance available to the City, Councilmembers, directors, officers, agents, employees and volunteers under any other policies shall be excess insurance (over the insurance required by this Contract.
- II. Limits of liability:
Contractor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence, \$2,000,000 general aggregate, and \$2,000,000 products/completed operations aggregate. The general aggregate limit shall apply separately to this location/project or the general aggregate limit shall be twice the required occurrence limit.

B. Automobile Liability Insurance. Contractor shall maintain automobile liability insurance for bodily injury and property damage liability with a limit of not less than

\$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be at least as broad as Insurance Services Office Form Number CA 00 01.

- C. Worker's Compensation insurance** as required by the laws of the State of California. Coverage shall include Employers Liability coverage with limits not less than \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease. . The Contractor certifies that he/she is aware of the provisions of section 3700 of the California Labor Code, which requires every employer to provide Workers' Compensation coverage, or to undertake self-insurance in accordance with the provisions of that Code. The Contractor shall comply with the provisions of section 3700 of the California Labor Code before commencing performance of the work under this Contract and thereafter as required by that code.
- D. Professional Liability/Errors and Omissions insurance** as appropriate for design/build operations with limits not less than \$2,000,000 each claim and \$2,000,000 aggregate. If the professional liability/errors and omissions insurance is written on a claims made form:
- I. The retroactive date must be shown and must be before the date of the contract or the beginning of work.
 - II. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
 - III. If coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the contract effective date, the contractor must purchase extended period coverage for a minimum of three (3) years after completion of work.
- E. Builders' Risk/Course of Construction Insurance** (CP 10 30) covering all risks of loss in an amount equal to the completed value form with no coinsurance penalty provisions and in an amount equal to the initial contract sum, subject to subsequent modification of the contract sum. The insurance shall apply on a replacement cost basis. The insurance shall name as insured the City of Oakland, the Contractor and all subcontractors in the work. The insurance shall cover the entire work at the site identified in the Scope of Work, including reasonable compensation for architects' services and expenses made necessary by an insured loss. Insured property shall include portions of the work located away from the site but intended for use at the site and shall also cover portions of the work in transit. The policy shall cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, ordinance or regulation. The insurance shall be maintained in effect until the project has been accepted as substantially complete. The insurer shall waive all rights of subrogation against the City.

Section 2.2 Terms Conditions and Endorsements

The aforementioned insurance shall be endorsed and have all the following conditions:

Insured Status (Additional Insured): Contractor shall provide insured status using ISO endorsement CG 20 10 or its equivalent naming the City of Oakland, its Councilmembers, directors, officers, agents employees and volunteers as insureds in the Commercial General Liability policy for both ongoing and completed operations. If Contractor submits the ACORD Insurance Certificate, the insured status endorsement must be set forth on a CG 20 10 (or equivalent). A STATEMENT OF ADDITIONAL INSURED STATUS ON THE ACORD INSURANCE CERTIFICATE FORM IS INSUFFICIENT AND WILL BE REJECTED AS PROOF OF MEETING THIS REQUIREMENT; and

- A. Cancellation Notice: Contractor shall immediately provide written notice to the City of any notice of cancellation, notice of non-renewal, or any other material modification of the insurance coverages required to be provided under this Contract.
- B. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the contractor, its employees, agents and subcontractors.
- C. Certificate holder is to be the same person and address as indicated in the "Notices" section of this Contract; and
- D. Insurer shall carry insurance from an admitted company with a Best Rating of **A VII** or better.

Section 2.3 Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductible or self-insured retentions as respects the City, its Councilmembers, directors, officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Section 2.4 Replacement of Coverage

In the case of the breach of any of the insurance provisions of this Contract, the City may, at the City's option, take out and maintain at the expense of Contractor, such insurance in the name of Contractor as is required pursuant to this Contract, and may deduct the cost of taking out and maintaining such insurance from any sums which may be found or become due to Contractor under this Contract.

Section 2.5 Insurance Interpretation

All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Office as of the date of this Contract.

Section 2.6 Proof of Insurance

Contractor will be required to provide proof of all insurance required for the work prior to execution of the contract, including copies of Contractor's insurance policies if and when requested. Failure to provide the insurance proof requested or failure to do so in a timely manner shall constitute ground for rescission of the contract award.

Section 2.7 Subcontractors

Should the Contractor subcontract out the work required under this agreement, they shall include all subcontractors as insureds under its policies or shall maintain separate certificates and endorsements for each subcontractor. As an alternative, the Contractor may require all subcontractors to provide at their own expense evidence of all the required coverages listed in this Schedule. If this option is exercised, both the City of Oakland and the Contractor shall be named as additional insured under the subcontractor's General Liability policy. All coverages for subcontractors shall be subject to all the requirements stated herein. The City reserves the right to perform an insurance audit during the course of the project to verify compliance with requirements.

Section 2.8 Waiver of Subrogation

Contractor waives all rights against the City of Oakland and its Councilmembers, officers, directors, and employees for recovery of damages to the extent these damages are covered by the forms of insurance coverage required above.

Section 2.9 Evaluation of Adequacy of Coverage

The City of Oakland maintains the rights to modify, delete, alter or change these requirements with not less than ninety (90) days prior written notice.

Section 2.10 Higher Limits of Insurance

If the contractor maintains higher limits than the minimums shown above, the City shall be entitled to coverage for the higher limits maintained by the contractor.

<< END OF SECTION 2.0 >>

City of Oakland Citywide Projects

Owner Controlled Insurance Program Owners Insurance Procedures Manual

September 14, 2015



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INTRODUCTION

SECTION

1**1.0 INTRODUCTION****1.1 Overview**

The City of Oakland (City) has elected to use an Owner Controlled Insurance Program (OCIP) for the project. Under such a program, the City purchases certain insurance policies for protection of some (but not all) of the insurable risks that exist on a construction project. The insurance purchased by the City will be endorsed to extend coverage of the policy(s) to any enrolled Contractor, Subcontractors, or Sub-Subcontractors. Contractors of all tiers on the project should carefully consider the OCIP and its implications to their company before executing a contract requiring their participation in the OCIP.

The OCIP provides the following insurance for all Contractors, regardless of tier, that are approved for participation in the insurance program:

- Commercial General/ Excess Liability
- Workers' Compensation

Certain Contractors are ineligible for this program. These parties are identified in Section 3.0 of this manual. Enrollment into the OCIP is required for all Eligible Contractors.

The City will pay all insurance premiums for the OCIP coverage listed above. You should notify your insurer(s) to delete coverage for your on-site activities at this project that are covered under the OCIP from your insurance program..

Alliant, the OCIP Program Administrator, will be administering the program on the behalf of the City. The OCIP will be primary insurance for the benefit of insured parties of this project.

Insurance coverage and limits provided under the OCIP are limited in scope and specific to this project only. Your insurance representative should review this information. Any additional coverage you may wish to purchase will be at your own expense.

The guidelines in this manual are to be used for informational purposes only. Any conflict between this document and any contract or subcontract, the contract or subcontract will govern. Any difference with the actual OCIP policies, the policies will control in the event of any inconsistency or misunderstanding.

INTRODUCTION**1.2 About this Manual**

This manual is designed to identify, define, and assign responsibilities for the administration of the OCIP. The guidelines in this manual are to be used for informational purposes only.

This Manual:

- Generally describes the OCIP
- Identifies responsibilities of the various parties involved in the project
- Provides a basic description of the OCIP operation
- Describes audit and administration procedures
- Provides answers to basic questions about the OCIP
- Will be updated throughout the course of the project if necessary

This Manual does not:

- Provide coverage interpretations
- Provide complete information about coverage
- Provide answers to specific claims questions

Specific questions about the OCIP, its administration, or the coverage provided should be referred to the OCIP Program Administrator identified in the Project Directory section immediately following this introduction.

1.3 Safety, Loss Control & Claim Reporting Responsibilities

Contractors of any tier are required to exercise every reasonable action to prevent work related injuries, property and equipment damage at the Project Site, as well as to minimize the exposure of risk to the public and third party property. All contractors of any tier are required to implement loss control prevention practices required by Federal, State and Local Laws, statutes, as well as specific procedures developed for this project.

In the event of an accident, it is the obligation of the responsible contractor of any tier to see that the injured workers or members of the public are given immediate medical treatment. Also, all required medical and claim forms must be filed with the appropriate Authorities, the Primary OCIP Carrier, Site Safety Personnel, and the OCIP Program Administrator.

PROJECT DIRECTORY

SECTION

2

2.0 PROJECT DIRECTORY**OCIP BROKER****Alliant Insurance Services**

Construction Services Group
701 B St, 6th Floor
San Diego, CA 92103

Jim Castle

Office: 619-849-3807
jcastle@alliant.com

**PLEASE DIRECT ALL OCIP COVERAGE QUESTIONS TO THE OCIP
BROKER**

OCIP PROGRAM ADMINISTRATOR**Alliant Insurance Services**

Construction Services Group
701 B St, 6th Floor
San Diego, CA 92101

Katie Gatti

Office: 619-849-3896
Fax: 619-699-2111
Katie.Gatti@alliant.com

**PLEASE DIRECT ALL ENROLLMENT, INSURANCE DEDUCT, PAYROLL
REPORTING, AND CLAIMS REPORTING QUESTIONS TO THE OCIP
PROGRAM ADMINISTRATOR**

INSURANCE COMPANIES	POLICIES
Old Republic	Workers' Compensation
Old Republic	General Liability
Various	Excess Liability

EMERGENCY NUMBERS- CLAIMS & ACCIDENTS	
Serious Accident	911
Employee Injury-First Report	Site Safety & Katie Gatti OCIP Administrator 619-849-3896
Property Damage- 3rd Parties	Site Safety & Katie Gatti OCIP Administrator 619-849-3896
Property Damage-Work	Site Safety & Katie Gatti OCIP Administrator 619-849-3896

3.0 PROJECT DEFINITIONS

The following definitions apply to this project and to the descriptions of the Project Coverage used in this manual:

Approved Additional Sites:

Storage yards or staging areas used solely in connection with performing work at the Project Site and that are approved by the Insurer and are designated in writing by City.

Certificate of Insurance:

A document providing evidence of the existence of coverage for a particular insurance policy or policies.

Contract:

A written agreement between the City and the Contractor, the Contractor and its Subcontractors, and also includes an agreement between a Subcontractor and any tier of Subcontractor.

Contractor:

The Prime Contractor for the project.

Eligible Contractors:

All contractors of any tier except those defined as Ineligible.

Employer:

Any individual, firm, or corporation that provides direct construction labor for work performed at the Project Site.

Enrolled:

Applies to those eligible Contractors, Subcontractors, and Sub-Subcontractors that have submitted all necessary enrollment forms and have been accepted into the OCIP as evidenced by a Certificate of Insurance. *Also described in this manual as a Participating Contractor.*

PROJECT DEFINITIONS

Ineligible:

Applies to Contractors of any tier excluded from participation in the OCIP, which includes those involved in hazardous material abatement or handling such as asbestos remediation or environmental clean-up operations. Additional ineligible trades are suppliers/vendors who merely make deliveries to or from the job site, sales persons, tower-crane erection, and truckers.

Insured:

The City, Participating Contractors, and any other party so named in the insurance policy.

Insurer:

The insurance company(s) named on a policy or certificate of insurance who provides OCIP coverage.

Project Site:

Project Site shall mean those areas designated in writing by City for performance of the Work and such additional areas as may be designated in writing by City for Contractors use in performance of the Work. Subject to notification and other requirements for off-site locations, the term Site shall also include (a) field office sites, (b) property used for bonded storage of material for the project approved by City, (c) staging areas dedicated to the project, and (d) areas where activities incidental to the project are being performed by Contractors covered by the workers' compensation policy included in the OCIP, but excluding any permanent locations of Contractors.

Work:

Operations as fully described in the Contract, performed at, or emanating directly from the Project Site. Also, the entire completed construction or the various separately identifiable parts required to be furnished under the Contract documents.

4.0 CONTACTOR RESPONSIBILITIES

Contractors of any tier are required to cooperate fully with the City and its OCIP Administrator in all aspects of OCIP operation and administration. All Contractors of any tier will be required to provide information necessary to bind coverage under the OCIP on a “per contract” basis. Responsibilities of the Contractor include:

- Identifying the cost of insurance excluded from bids;
- Completing all required OCIP enrollment forms
- Including all OCIP provisions in all subcontract agreements with lower tier subcontractors
- Notifying the OCIP Administrator of all awarded subcontracts
- Obtaining all required OCIP forms from lower tier subcontractors
- Maintaining and reporting monthly payroll records
- Cooperating with the OCIP Administrator’s requests for information
- Complying with insurance, claim, and safety procedures
- Exclude the Cost of OCIP Coverages from all change orders
- Notifying the OCIP Administrator immediately of any insurance cancellation or non-renewal of contractor-required insurance

4.1 Alliant WrapX

Alliant WrapX (WrapX) is a proprietary Risk Management Information System (RMIS). All relevant OCIP information will be captured and stored online in a “paperless” format through WrapX. Information to be stored includes award notifications, enrollment information, OCIP payroll, and notice of work completions for all contractors on a per contract basis. Alliant Insurance will provide all OCIP Eligible Contractors a project welcome letter detailing instructions for utilizing the WrapX contractor portal upon receipt of a Notice of Award for the awarded contractor.

Submission of all OCIP related documents should be sent by e-mail to:

alliantwrapx@alliantinsurance.com

If you should have any questions or require additional information about this process or other matters related to the OCIP, please contact your OCIP Administrator identified in Section 2: Project Directory of this Manual.

CONTRACTOR OCIP RESPONSIBILITIES

4.2 Contractor Bids and Subsequent Change Orders

Each bidder is required to exclude from the bid/contract price its normal cost for the insurance coverages provided by the OCIP. Contractors of any tier shall submit an Insurance Cost Worksheet (see Section 8) to the OCIP Administrator, which will identify the estimated Cost of OCIP Coverages.

The “Cost of OCIP Coverages” is defined as the amount of Contractors’ reduction in insurance costs due to eligibility for OCIP Coverages, as determined by using the Alliant WrapX system which includes the Enrollment Form and the Insurance Cost Worksheet. Instructions for access to Alliant WrapX are located in Section 8 of this Insurance Manual. The Cost of OCIP Coverages includes insurance premiums, related taxes and assessments, markup on the insurance premiums and losses retained through the use of the self-funded program, self-insured retention, or deductible program. The Cost of OCIP Coverages must include expected losses within any retained risk.

Contractor must deduct the Cost of OCIP Coverages for all lower tier subcontractors, in addition to its own Cost of OCIP Coverages. Contractors must also price change orders to exclude the Cost of OCIP Coverages from their Change Orders and the Change Orders from their lower tier subcontractors. If, upon verification by the OCIP Administrator, it is found by the City that the Cost of OCIP Coverages were not excluded from its bid price, contract award or subsequent change order, a deductive change order will be issued to remove the Cost of OCIP Coverages.

Upon award of a contract, Contractor will receive access to the OCIP Administrator’s website, for online data submission. (see instructions in Section 8) Contractor shall submit their Insurance Cost Worksheet online, including copies of their Workers’ Compensation, General Liability and Excess Umbrella rate and declaration pages. They must, include any deductible or self-insured retention (SIR) amounts, for Costs of OCIP Coverage verification purposes. Up to 5 years of loss runs may also be required when a large deductible program is in place with the Contractor.

In the event the City elects not to include a Contractor of any tier’s work under the OCIP, the standard terms and conditions regarding insurance required by the Contract Documents will apply. The OCIP Administrator will promptly advise a Contractor of any tier who has submitted an enrollment form if they excluded from the OCIP.

Contractor shall cooperate fully with the OCIP Administrator in providing the necessary insurance data and information as required in the bid specifications and associated documents furnished by the City and/or OCIP Administrator during the duration of the project or until City-furnished insurance coverage’s are terminated.

CONTRACTOR OCIP RESPONSIBILITIES

4.3 Enrollment

Enrollment into the OCIP is required for all Eligible Contractors but not automatic. Eligible Contractors must complete the enrollment forms and participate in the enrollment process for the OCIP coverage to apply. Eligible Contractors may complete the enrollment process online through Alliant WrapX. Instructions for online access and enrollment are located in the appendix. Access to the Project Site will not be permitted until the enrollment is complete.

Each Contractor of any tier shall provide details about its lower tier subcontractors as necessary to enroll them in the OCIP. The Program Administrator will need all of the information requested on the Contractor Insurance Enrollment Form (Form A). This form must be completed and submitted to the OCIP Program Administrator prior to mobilization to obtain coverage under the OCIP.

A separate Contractor Enrollment Form (Form A) and Contractor's Insurance Cost Work Sheet (Form B) is required for each Contract which you are performing Work; however, only one Workers' Compensation policy will be issued for your firm.

When a Contractor of any tier is accepted into the OCIP, they will receive a Certificate of Insurance from Alliant acknowledging that they have been enrolled in the OCIP.

4.4 Assignment of Return Premiums

The City will pay the cost of the OCIP insurance coverage. The City will be the sole recipient of any return OCIP premiums or dividends. All Participating Contractors shall assign to City all adjustments, refunds, premium discounts, dividends, credits, or any other monies due from the OCIP insurers.

4.5 Payroll Reports

Each Participating Contractor must submit Monthly Payroll Reports (Form D) identifying man-hours and payroll for all work performed at the Project Site on a "per contract" basis to the OCIP Program Administrator. Payroll may also be reported online through Alliant WrapX in lieu of submitting hard copy forms to the OCIP Administrator by the 10th of every month. This information will be used to provide the insurance company with the information required to determine the premium for the OCIP.

The monthly man-hour reports should include supervisory and clerical personnel on site and shall certify all Work performed at or emanating directly from the Project Site.

CONTRACTOR OCIP RESPONSIBILITIES

A Separate Monthly Payroll Report (Form D) is required for each Subcontract for Work you are performing.

4.6 Insurance Company Payroll Audit

Each Participating Contractor is required to maintain payroll records for the Project Site in accordance with the Basic Manual of Rules, Classifications, and Experience Rating Plan for Workers' Compensation and Employers Liability Insurance. Such records shall allocate the payroll by Workers' Compensation Classification(s), including any cost pertaining to the value of work in place, and shall exclude the excess or premium paid for overtime (i.e., only the straight time rate shall apply to overtime hours worked). Furthermore, such records shall limit the payroll for Owners and Executive Officers as stated in manual rules.

4.7 Completion of Work

When a Participating Contractor has completed its work, each Participating Contractor shall complete a Notice of Work Completion (Form E) and submit it to the OCIP Program Administrator. The City will not release final payment until all necessary forms have been submitted to the OCIP Program Administrator. It is the upper-tier Contractor's responsibility to assure that the lower-tier subcontractors complete this form. This form must be completed for each contract.

4.8 Off-Site Locations

The Contractor is responsible, on behalf of itself or its lower tier Subcontractors, to apply for approval to have off-site locations designated as an Approved Additional Site and covered by the OCIP. The Contractor, prior to the use of the site, shall notify the OCIP Program Administrator of the need and shall request approval of the site. The request should include the location address, description of the site, intended use, and the duration of the work to be performed at the site. The off-site location must be dedicated 100 % to the applicable project.

4.9 Safety Procedures

Contractors of any tier are required to establish a written safety program and to provide a full-time qualified Safety Manager or designated competent safety representative who shall be onsite when any work is in progress. Non-compliance with Project Loss Control

CONTRACTOR OCIP RESPONSIBILITIES

Requirements could be considered to be the same as non-compliance with another contractual condition.

The City or its loss control representatives will have the right, but not obligation, to “Stop Work” when serious defective conditions, unsafe work activities, or life threatening hazards are identified. In accordance with contract requirements, if deemed necessary, the City may remove any Contractor and/or Contractor employees that blatantly violate these requirements. The City, at its discretion, will designate an individual to act on its behalf, in all matters relating to work site safety and health.

4.10 Claims Reporting

Contractors of any tier shall follow the claims procedures outlined in section 7.0 of this manual, and as established by the Contractor. Contractors of any tier agree to assist and cooperate in every manner possible in connection with the adjustment of all claims and demands in which the OCIP Insurer is called upon to adjust or defend.

4.11 Change Order Procedures

All change orders submitted by Contractor of any tier will be priced to exclude their normal cost of insurance for the coverage(s) that are provided by the OCIP.

4.12 Close Out and Audit Procedures

When a Contractor has completed its Work at the Project Site and will no longer have on-site workers, the Contractor shall notify the OCIP Administrator by submitting the Notice of Work Completion Form (Form E) for the final reporting and audit of payroll and man-hours. A copy of the Notice of Work Completion Form (Form E) can be found in Section 8.

CONTRACTOR REQUIRED COVERAGE

SECTION

5

5.0 CONTRACTOR REQUIRED COVERAGE

Contractors of any tier are required to maintain insurance coverage that protects the City from liabilities arising from the Contractor of any tier's operations performed away from the Project Site, for types of coverage not provided by the OCIP, and for operations performed in connection with excluded parties operating under your control or direction. All excluded parties shall refer to the contract documents for insurance required of parties that are not enrolled in the OCIP.

Verification of insurance shall be submitted in the form of a Certificate of Insurance on a standard ACORD Form 25-S. A sample of an acceptable Certificate of Insurance and other documentation is provided for your review in Appendix A. Please note the requirements waiver of subrogation and additional insured status.

Contractors are responsible for monitoring their lower tier Subcontractors and Excluded Parties Certificates. The City reserves the right to disapprove the use of Contractors unable to meet the insurance requirements. Certificates evidencing compliance shall be submitted to City.

The limits of liability shown for the insurance required of the Contractor are minimum limits only and are not intended to restrict the liability imposed on the Contractors for Work performed under their Contract.

Contractors of any tier are required to obtain and maintain during the life of this contract the following minimum insurance requirements and are responsible to pay the premiums for such insurance.

5.1 Business Auto Liability

All Participating Contractors will maintain at their own expense Automobile Liability Insurance covering the operations, maintenance, use and loading and unloading of all owned, non-owned, and hired vehicles. As such, all Contractors of any tier shall furnish to the City a Certificate of Insurance showing such coverage with the following minimum limits of liability:

Bodily Injury: \$1,000,000 Combined Single Limit for Bodily Injury and/or Property Damage

CONTRACTOR REQUIRED COVERAGE

5.2 Construction Equipment Insurance

Any policies maintained by the Participating Contractors on their owned and/or rented equipment and materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the City and all other indemnities named in their contract documents

5.3 General Liability (Off-Site)

All Participating Contractors, while covered under the OCIP, shall maintain at their own expense Commercial General Liability (CGL) Insurance applicable to all off-site operations. This insurance shall include coverage for bodily injury, property damage, and personal injury with limits of no less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate annually. A certificate of insurance evidencing this coverage shall be provided to the City. This insurance shall be endorsed to name City and their respective Council/Board members, directors, officers, agents, employees and volunteers as additional insured. Participating Contractors shall provide ISO endorsement CG 20 33 07/04 and CG 20 37 07/04 or equivalent.

5.4 Workers' Compensation (Off-Site)

All Participating Contractors, while covered under the OCIP, shall maintain at their own expense (off-site) Workers' Compensation Insurance applicable to all employees and subcontractors hired by the insured, who are not covered under the OCIP workers' compensation policy. The insurance shall include statutory workers' compensation coverage and no less than one million dollars (\$1,000,000) employers' liability. A certificate of insurance evidencing this coverage shall be provided to the City and shall also provide for no less than thirty (30) days written notice of any change in coverage, cancellation, or non-renewal. The policy shall be endorsed with a Waiver of Subrogation in favor of City.

5.5 Professional Liability Insurance (Errors & Omissions)

In the event any contract specifications requires a Participating Contractor, including any professional service provider, to perform professional services, such as, but not limited to, architectural, engineering, construction management, surveying, design, etc., a certificate of insurance must be provided to the City with minimum limits of two million (\$2,000,000) occurrence and two million (\$2,000,000) in the aggregate prior to

CONTRACTOR REQUIRED COVERAGE

commencing work. Change in limits, coverage, or loss of aggregate limit due to outstanding claims must be reported to the City within thirty (30) days of any such event.

5.6 Aviation Insurance

In the event any fixed or rotary aircraft are used in connection with this Agreement and/or execution of the work, a minimum of five million (\$5,000,000) of aviation liability insurance must be maintained with the following requirements:

- a) The City must be named as an “additional insured” and a waiver of hull damage must be provided in favor of the City
- b) Also, if any aircraft is to be used to perform lifts at the Project Site, a “slung cargo” endorsement must be included to cover the full replacement value of any equipment to material being lifted. All such lifts must be coordinated with the General Contractor for approval prior to lift execution.

5.7 Environmental and Asbestos Abatement Coverage

If this project involves the removal of asbestos, the removal/replacement of underground tanks, or use of toxic chemicals and substances, the Contractor will be required to provide adequate coverage, not less than two million (\$2,000,000) per claim basis, for such exposures subject to the requirements and approval of the City.

5.8 Conditions of Understanding

The amount and types of insurance coverage required herein shall not be construed to be a limitation of the liability on the part of the City, Participating Contractors, Nonparticipating Contractors, or any lower-tier Subcontractors. Any type of insurance, or any greater limits of liability than described above, which the Contractor requires for their own protection or on account of statute, shall be the Contractor's own responsibility and at its own expense. The carrying of the insurance described shall in no way be interpreted as relieving a Contractor of any tier, whether Participating or Non-Participating, of any responsibility of liability under this contract.

CONTRACTOR REQUIRED COVERAGE

5.9 Other Insurance Required of All Contractors

Participating Contractor shall file certificates of such insurance with the City, which shall be subject to the City's approval for adequacy of protection, including the satisfactory character of any Insurer. If requested by the City, a certified copy of the actual policy(s) with the appropriate endorsement(s) and other documents shall be provided to the City.

In the event of failure of any tier to furnish and maintain said insurance and to furnish satisfactory evidence thereof, the City shall have the right to take out and maintain same coverage for all parties on behalf of the Contractor of any tier who also agrees to furnish all necessary information thereof and to pay the cost thereof to the City immediately upon presentation of a premium invoice.

6.0 OCIP INSURANCE COVERAGE

6.1 Covered Parties

All Participating Contractors must be enrolled in the OCIP by the Broker appointed by the City upon completion and acceptance of enrollment forms regarding insurance furnished by the Program Administrator. Eligible Contractors of any tier must enroll in the OCIP before coverage is available to them for any loss. Therefore no Eligible Contractor of any tier shall begin work on site until they have properly enrolled in the OCIP. All insurance, underwriting, payroll, rating or loss history information (including evidence of other insurance required under Section 5 requested by the Program Administrator) must be provided to the Program Administrator by Contractor of any tier within five (5) working days of the request. A Contractor of any tier shall not be deemed to be a Participating Contractor and shall not be permitted to work on the project until enrolled in the OCIP by the Program Administrator. Enrollment will be established only upon issuance by the Program Administrator of a OCIP Certificate of Insurance to the Participating Contractor. Every Participating Contractor shall, at all times during and after the project, cooperate with the City, the Program Administrator, and the OCIP insurers and adjusters concerning matters relating to the OCIP.

6.2 Parties Not Covered

Contractors of any tier who will not be included in participation in the OCIP (Nonparticipating Contractors) shall include all vendors, suppliers, tower crane erectors, truckers, material dealers, and delivery services companies who merely make deliveries to or from the Project Site- regardless of contract size. Nonparticipating Contractors shall not be permitted to work on the project until they have provided to the General Contractor evidence of their compliance with the insurance requirements as outlined in the Contract document.

6.3 Exclusion of Contractors from the OCIP

The City has the exclusive right to exclude any Contractor of any tier from participating in the OCIP. Such nonparticipating contractors, who will not be covered under the OCIP, must comply with the insurance requirements as outlined in the Contract document.

OCIP INSURANCE COVERAGE

6.4 Evidence of OCIP Coverage

Each Participating Contractor will be issued an individual Workers' Compensation policy including Employer's Liability coverage. The OCIP Program Administrator will also provide a Certificate of Insurance evidencing General Liability, and Excess Liability insurance to each Participating Contractor, each of whom will be a named insured on the policy. Other documentation including forms, posting notices, if any, will be furnished to each Participating Contractor. A complete copy of the OCIP policy will be furnished to an authorized representative of each Participating Contractor upon written request.

6.5 OCIP Termination or Modification

The City reserves the right to terminate or modify the OCIP or any portion thereof. If the City exercises this right, Contractors will be provided notice as required by the terms of their individual contracts. At its option, City may procure alternate coverage or may require the Contractors to procure and maintain alternate insurance coverage.

6.6 Description of Insurance Coverages

The following coverage is provided by the OCIP:

- Commercial General/ Excess Liability
- Workers' Compensation and Employer's Liability

Non-Workers' Comp Insurance Policies: Master policies will be endorsed to include the City and any of their affiliates, or subsidiary companies or corporations, as well as the Participating Contractors enrolled in the OCIP as a Named Insured.

Workers' Compensation: Each Participating Contractor will be issued a separate Workers' Compensation policy for their employees.

The following coverage summaries are provided for informational purposes only. The actual terms and conditions of the coverage provided are contained in the insurance policies under the OCIP, and the City and others shall not rely upon this summary in lieu of the policies themselves. Copies of the policies will be made available to all potential Participating Contractors upon written request.

OCIP INSURANCE COVERAGE**6.6.1 Commercial General/ Excess Liability Insurance
(General Aggregate Limit Reinstates Annually)**

a. Primary Coverage	Limits for Bodily Injury, including death resulting there from Property Damage. Limits are shared across all City projects.	
b. Policy Limits	\$ 2,000,000	Each Occurrence
	\$ 4,000,000	Completed Operations Aggregate (Agg.)
	\$ 4,000,000	General Annual Agg.
	\$ 5,000	Medical Payments – any one person
	\$ 100,000	Fire Legal Liability – any one fire
c. Policy Form	Commercial General Liability “Occurrence” Form	
d. Excess Limits	Not Less than \$25,000,000	Per Occurrence/Agg
e. Premium Payments	By City	
f. Deductible	Any deductible will be paid by City	

The deductible will apply only to loss covered by insurance policies in the OCIP. The deductible does not impose upon the City any duties of an insurer toward Participating Contractor.

Extensions of Coverage for both the primary and excess policies include:

1. General Liability Occurrence Form
2. Blanket Additional Insured
3. Designated Project Endorsement
4. Blanket Waiver of Subrogation
5. Knowledge of Occurrence
6. Unintentional Failure to Disclose All Hazards
7. 30 Day Notice of Cancellation 10 Days for Non-Payment
8. Amendment of Expected or Intended Injury
9. Aggregate Limit Amendment (Policy Aggregates Will Reinstate Annually During Build Out)
10. Ten (10) Year Completed Operations Endorsement (Completed Operations Aggregate will not Reinstate)
11. Fellow Employee Endorsement
12. Amendment of Other insurance Clause-Primary Wording
13. Assignment of Consent Endorsement
14. Incidental Malpractice Liability

OCIP INSURANCE COVERAGE

15. Extended Ongoing Operations Endorsement
16. Amendment Pollution Exclusion – Heating Equipment
17. Sole Agent Endorsement
18. Broad Form Named Insured Endorsement
19. Broad Form Property Coverage
20. Absolute Pollution Exclusion (Except Hostile Fire)
21. Absolute Asbestos Exclusion
22. Employment Practices Exclusion
23. Nuclear Liability Exclusion
24. Professional Liability Exclusion
25. Known Loss and Loss in Progress Exclusion
26. Product Recall
27. Fungus Exclusion
28. EIFS Exclusion
29. Lead Exclusion
30. Property Damage to Owners Property Exclusion
31. Silica Exclusions

6.6.2 Workers' Compensation and Employer's Liability Insurance

- a) Coverage A- Statutory Benefits Liability imposed by the Workers' Compensation and/or Occupational Disease statute of the State in which the work is performed and any other state or governmental authority having jurisdiction or if related to the work performed on the project
- b) Limits of \$1,000,000 bodily injury per accident/employee; \$1,000,000 bodily injury per disease/employee; \$1,000,000 policy limit by disease.

Extensions of Coverage:

1. Other States Endorsement
2. Employers Liability
3. Alternate Employer Endorsement
4. USL&H Act, if any
5. Designated Workplace Exclusion Endorsement
6. Voluntary Compensation Coverage Endorsement
7. Blanket Waiver of Subrogation
8. Notice of Occurrence Endorsement
9. Knowledge of Occurrence Endorsement
10. Unintentional Errors & Omissions
11. Assignment of Consent Endorsement
12. Sole Agent Endorsement
13. Terrorism Risk Insurance Act Endorsement
14. Unintentional Failure to Disclose Hazards

CLAIMS PROCEDURES

SECTION

7

7.0 CLAIM PROCEDURES

This section describes the basic procedures for reporting various types of claims: workers' compensation, general liability, and damage to the project. A claim kit will be provided to all Participating Contractors. It will include details about claim reporting and is intended for use at the job site.

7.1 Workers' Compensation Claims

The main responsibility for any Contractor is first to see that the injured worker receives immediate medical care. Next, you should notify the on-site Contractor's Safety Supervisor immediately in the event of a serious injury or accident.

An Employers First Report of Injury (Form 5020) must be completed and submitted to the on-site safety representative, along with the DWC-1 (Employee's Claim) and the Supervisors Report of Injury Form.

The OCIP Program Administrator will provide claims kits to all Participating Contractors. These kits will include all the necessary claim forms and specific instructions for filing claims. Additional kits or claim forms may be obtained from the OCIP Program Administrator.

The City and their insurer will arrange with preferred medical providers for treatment of all minor or non-life threatening injuries.

Participating Contractors must designate a representative at the site to take injured employees to the medical center, and to report the claim. This individual should remain with the injured employee at the center while he/she is being treated. The treating physician should provide a written description of whether or not the injured worker can return to work, a list of restrictions, if any, and the estimated length of time he/she will stay on modified duty.

Participating Contractors must notify the OCIP Program Administrator of all potential and actual Workers Compensation claims (*See Section 2.0: Project Directory for Contact Information*).

The OCIP Program Administrator will report Workers Compensation claims to the OCIP carrier on behalf of all Participating Contractors once notice is provided.

CLAIMS PROCEDURES

The City and their insurer will arrange with the local 911 emergency ambulance services for response to any serious traumatic life threatening injuries.

7.2 General Liability Claims

Accidents at or around the job site resulting in damage to property of others (other than the Work itself), or personal injury or death to a member of the public, must be reported immediately to the on-site Contractor's Safety Supervisor. A General Liability Loss Notice (Accord Form 3) shall be completed and delivered within 24 hours to the OCIP Program Administrator.

Contractors shall not voluntarily admit liability and shall cooperate with the City or insurer representatives in the accident investigation.

If your firm receives notice of a claim, or forthcoming lawsuit, or is served with a lawsuit arising out of your involvement with this project, please forward a copy of the documentation to the OCIP Program Administrator (*See Section 2.0: Project Directory for Contact Information*)

The OCIP Program Administrator will report General Liability claims to the OCIP carrier on behalf of all Participating Contractors once notice is provided.

7.3 Property Claims

Immediately report any damages to your Work or the Work of any other Contractor to the on-site Contractor's Safety Supervisor. In addition, complete the Property Loss Notice (Accord Form 1) and submit it to the OCIP Program Administrator within five days of the occurrence.

7.4 Automobile Claims

No coverage is provided for automobile accidents under the OCIP. It is the sole responsibility of each Contractor to report accidents involving their automobiles to their own insurers.

CLAIMS PROCEDURES

In addition to reporting the claim to own insurer, each Contractor shall report all accidents occurring in or around the job site to the on-site Contractor's Safety Supervisor. These accidents will be investigated with regard to any liability arising out of the project construction activities that could result in future claims. Each Contractor shall cooperate in the investigation of all automobile accidents.

PROJECT FORMS

SECTION

8

8.0 PROJECT FORMS

- **Enrollment:** Alliant WrapX Online Enrollment Instructions
- **Form A:** Contractor Enrollment Form
- **Form B:** Contractors Insurance Cost Worksheet
- **Form D:** Monthly On-Site Payroll Report
- **Form E:** Notice of Work Termination
- **Form F:** Notice of Subcontract Award
- **Exhibit 1:** Sample Off-Site Certificate of Insurance

Alliant WrapX Enrollment Process

- Enrollment into the project may be completed online.
- You will receive access to the online system: Alliant WrapX, within three days after Alliant has been notified of your awarded contract.
- Please contact the Wrap Administrator if you have not been given a login ID and Password
- Link to the Contractor Portal: <https://alliantwrapx.alliantinsurance.com/ContractorPortal>
- After logging into the system, find your newly awarded contract under the Awarded Contracts window.

Awarded Contracts		
Project	Contract#	Enrollment Status
VUE Project	Test-000	Complete Enrollment
BBQ-test	Test-Con2	Complete Enrollment
CSSI Test Project	TP1001-001-001	Complete Enrollment

- Click on [Complete Enrollment](#) to begin the process
- The enrollment wizard will start on the Review page. Any section that is not compliant will be listed in **Red**. Click Edit to begin updating that section, and continue through the enrollment wizard by clicking Next

Home

Review

Contract Information Edit

• Contract description is required.

Project: CSSI Test Project

Parent Contractor: New Alpha Contractor - Test

Contract #: TP1001-001-001

Contract Status: Incomplete

Contract Start Date: 08/01/2011

Contract End Date: 12/31/2012

Contract Value: \$3,000,000.00

Contract Description:

Address Information Edit

Address Type	Address Line 1	Address Line 2	City	State	ZipCode	Prima
Administrator	Office Address	A102	CA	CA	44100	✓

Please see the required information listed below so you can have all the information ready when you are attempting to enroll.

PROJECT FORMS – CITY OF OAKLAND OCIP PROGRAM**Required Information for Online Enrollment**

Required Information		Help
1	Contractor name	May include type of company: Corporation, LLC, etc...
2	Parent contractor name	Name of company you are contracted with
3	Contractor Federal ID Number	Check Alliant data and update
4	Start Date at project site	Day physical work starts at jobsite
5	Estimated completion date	Can be an estimate
6	Contract Value	
7	Contract Description	Scope of work
8	Contractor Address	Physical address of office. Any P.O. Box should be entered under Mailing address
9	Contractor Main Phone and Fax numbers	
10	Contractor Primary Contact Name	
11	Contact position	
12	Contact phone and fax numbers, and email address	Email is preferred method for communication
13	Contractor Payroll Contact Name	Can be the same as the Primary Contact
14	Payroll Contact phone and fax numbers, and email address	Email is preferred method for communication
15	Workers' Compensation Class Codes to be used on job	Can be found in your company WC rate pages
16	Estimated Man hours and Payroll	Required for enrollment
17	Risk ID #	Also called Rating Board file #
18	Rating Bureau	NCCI or WCRIB or similar name
19	Experience Modifier (EMR)	Can be found in your company WC rate pages
20	WC Offsite Carrier	Corporate WC carrier name
21	WC Offsite Policy #	Corporate WC policy number
22	WC effective date	Corporate WC effective date
23	Policy Expiration Date	Corporate WC expiration date
24	If any work is being subcontracted out, please include information about subcontractors so enrollment can be started for each contractor	At a minimum: Contractor name; estimated start date; contact name, email and phone number; and contract value for subcontracted work.



FORM - A ENROLLMENT FORM

Section I

Company Name:	Address:
Phone:	Fax:
Contact:	Email:
Federal ID#:	Project Location:
Work Description:	
Is your contract/bid: <input type="checkbox"/> Lump Sum <input type="checkbox"/> Time & Materials <input type="checkbox"/> Unit Pricing <input type="checkbox"/> Other	
Estimated Start Date:	Estimated Completion Date:
Who are you contracted with?	
Are you subcontracting out any work? <input type="checkbox"/> Yes* <input type="checkbox"/> No	

Section II

Your Workers' Comp Carrier:	
Rating Board File #:	
Rating Date:	Experience Modifier:
Your General Liability Carrier:	
Your Automobile Liability Carrier:	
Your Excess Liability Carrier:	

Insurance Agent/Broker Information:

Name:	Address:
Contact:	Phone:
Date Prepared:	Fax:

Note: City of Oakland reserves the right to determine who participates in the Wrap-Up Insurance Program. I agree that the following insurance charges will be added to my bid price if I am excluded from the Wrap-Up.

Note: All your lower-tier subcontractors MUST complete forms A and B in order for them to commence work on site. ENROLLMENT IS NOT AUTOMATIC.

Signature: _____ Date: _____
Name: _____ Title: _____

FORM - B

INSURANCE COST WORKSHEET

Section I

Contract/Bid Information

Contractor Name:		Contract #
Gross Contract Value(including insurance cost):	\$	Net Contract Value(excluding insurance Cost): \$
Estimated On Site Payroll: (Auto-fill from Section II) \$		Estimated Work Hours: (Auto-fill from Section II)

Section II

Calculate your insurance premium.

WC Trade Classification	WC Class Code	Work Hours	Estimated Payrolls*	Current WC Rate	Premium = Est. Payrolls x WC Rate
			\$		\$
			\$		\$
			\$		\$
			\$		\$
			\$		\$

Attach separate worksheet if more codes apply.

* Use Project Site Payroll only to calculate Total Insurance cost.

* Use Project Site Payroll only to calculate Total Insurance cost.		Total Manual Premium		\$
		x Experience Mod		
		= Modified Premium		\$
Description		Rate	Modified \$	Running Total
	+ or -		\$	\$
	+ or -		\$	\$
	+ or -		\$	\$
	+ or -		\$	\$
= Total WC Premium				\$
WC Premium Rate (Cost/Payroll)				\$

General Liability Do you have Large Deductible Program? ☐ Yes ☐ No

Current Rate	Factor 100/1000	Payroll OR Receipts	Premium
		\$	\$

Excess Liability Is your Excess coverage Auditable (Flat)? ☐ Yes ☐ No

Current Rate	Factor 100/1000	Payroll OR Receipts	Premium
		\$	\$

O & P % (Overhead and Profit Percentage)	%	\$
TOTAL INSURANCE COST		\$
Insurance Rate (Cost/Payroll)		\$

I hereby warrant that this worksheet reflects the projected insurance cost that would apply in the event that my regular insurance program was in force at this location. I also recognize that the City of Oakland/Contractor or their Representative - Wrap-Up Administrator, Alliant may request copies of my actual policies to confirm these costs.

Attach your applicable WC, GL, and XS Rate pages for rate verification

Signature: _____ Date: _____
Name: _____ Title: _____

FORM - D

MONTHLY ON-SITE PAYROLL REPORT

THIS REPORT MUST BE SUBMITTED TO ALLIANT INSURANCE SERVICES ON A MONTHLY BASIS

Report#:

Month Ending:

☐ Check if this is your First Payroll report. ☐ Check if payroll is \$0 for the month.

Contractor Name:

Contract#

Name of your Prime Contractor:

Complete a separate form for each contract.

Workers' Compensation Class Code	Work Description	Number of Employees	Total Monthly Man Hours	Reportable Payroll*
TOTAL				

☐ Check if this is your Last Payroll Report. Complete Form E, Notice of Work Completion and send with this payroll report.

I certify that the above information is correct.

Signature:

Date:

Name:

Title:

Do not include overtime wages, use straight time wage rates only. No fringe benefits, sick time or holiday pay.

Please return by Email, Fax or Mail to:

Katie Gatti
Alliant Insurance Services
701 B St, 6th Floor
San Diego, CA 92101

Email: Katie.Gatti@alliant.com
Fax: 619-699-2111
Phone: 619-849-3896

FORM - E

NOTICE OF WORK TERMINATION FORM

Company Name:	Address:
Contact for Audit:	Federal ID#:
Project Site:	
First Day on Site:	Last Day on Site:
Final Total Payroll:	Original Contract Value:
Change Order Amount:	Final Contract Value (including change orders):

Complete for all subcontractors

Subcontractor Name	Completion Date	Final Contracting Value (including change orders)
		\$
		\$
		\$
		\$

We hereby verify that all contract work, including the work of subcontractors, has been completed and all on-site payrolls have been submitted.

Signature: _____
 Print Name: _____ Date: _____

TO BE SUBMITTED TO GENERAL CONTRACTOR FOR COMPLETION:

The above referenced contractor has completed their work at the project site under their contract without firm on the above date.

General Contractor: _____

Signature: _____ Date: _____

As per your contract, your final payment may not be released until all payroll has been submitted and payroll audits are performed, including your subcontractor's work of every tier.

Please return by Email, Fax or Mail to:

Katie Gatti
 Alliant Insurance Services
 701 B St, 6th Floor
 San Diego, CA 92101

Email: Katie.Gatti@alliant.com
 Fax: 619-699-2111
 Phone: 619-849-3896

FORM F - NOTICE OF SUBCONTRACT AWARD

CONTRACTOR MAKING AWARD:		Alliant Assigned Contract #
BY:	TITLE:	
PHONE:	FAX:	
EMAIL ADDRESS:	DATE:	

WE HAVE AWARDED A SUBCONTRACT AS FOLLOWS:	
SUBCONTRACTOR NAME:	
ESTIMATED PROJECT START DATE:	CONTRACT VALUE:
SCOPE OF WORK	
SUBCONTRACTOR ADDRESS:	
CONTACT NAME:	EMAIL ADDRESS:
PHONE:	FAX:

Please Note: It is the responsibility of the Contractor awarding Subcontract to ensure that their tier sub(s) fill out, maintain, and file all necessary Wrap-up Enrollment forms and Insurance documentation with the Wrap-up Administrator. No hired tier sub may commence work until they are properly enrolled into the Wrap-up program, as evidenced by a Certificate of Insurance provided by the Wrap-up Administrator

Please return by Email, Fax or Mail to:

Katie Gatti
Alliant Insurance Services
701 B St, 6th Floor
San Diego, CA 92101

Email: Katie.Gatti@alliant.com
Fax: (619)699-2111
Phone: (619)849-3896

PROJECT FORMS – CITY OF OAKLAND OCIP PROGRAM**CERTIFICATE OF INSURANCE**

DATE (MM/DD/YY)

PRODUCER

 Contractor/Subcontractor's
 Insurance Broker Name & Address

 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND
 CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS
 CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE
 AFFORDED BY THE POLICIES BELOW.
COMPANIES AFFORDING COVERAGE

INSURED

Contractor/ Subcontractor Name

Contractor/ Subcontractor Address

COMPANY A Insurance Carrier Name

COMPANY B Insurance Carrier Name

COMPANY C Insurance Carrier Name

COMPANY D

COVERAGES
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD
 INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS
 CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,
 EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY	Policy Number	Effective Date	Expiration Date	GENERAL AGGREGATE	\$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG	\$2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$1,000,000
	<input type="checkbox"/> OWNER'S & CONT PROT				EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/>				FIRE DAMAGE (Any one fire)	\$50,000
	<input type="checkbox"/>				MED EXP (Any one person)	\$5,000
	<input type="checkbox"/>					
	AUTOMOBILE LIABILITY	Policy Number	Effective Date	Expiration Date	COMBINED SINGLE LIMIT	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per Person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per Accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT	\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY:	
	<input type="checkbox"/>				EACH ACCIDENT	\$
	GARAGE LIABILITY	Policy Number	Effective Date	Expiration Date	AGGREGATE	\$
	<input type="checkbox"/> ANY AUTO				EACH OCCURRENCE	\$
	<input type="checkbox"/>				AGGREGATE	\$
	EXCESS LIABILITY	Policy Number	Effective Date	Expiration Date	EACH OCCURRENCE	\$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					\$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	Policy Number	Effective Date	Expiration Date	STATUTORY LIMITS	
	THE PROPRIETOR/ <input type="checkbox"/> INCL				EACH ACCIDENT	\$1,000,000
	PARTNERS/EXECUTIVE <input type="checkbox"/> EXCL				DISEASE - POLICY LIMIT	\$1,000,000
	OFFICERS ARE:				DISEASE - EACH EMPLOYEE	\$1,000,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:

CERTIFICATE HOLDER
 City of Oakland
 c/o Alliant Insurance Services
 701 B St, 6th Floor
 San Diego, CA 92101
CANCELLATION
 Should any of the above described policies be cancelled before the expiration date thereof,
 notice will be delivered in accordance with the policy provisions

AUTHORIZED REPRESENTATIVE

Attachment 14

2010 Revised Standard Plan RSP A87A, A88A, A88B, A90A, A90B

http://www.dot.ca.gov/hq/esc/oe/project_plans/highway_plans/stdplans_US-customary-units_10/viewable_pdf/rspa87a.pdf

http://www.dot.ca.gov/hq/esc/oe/project_plans/highway_plans/stdplans_US-customary-units_10/viewable_pdf/rspa88a.pdf

http://www.dot.ca.gov/hq/esc/oe/project_plans/highway_plans/stdplans_US-customary-units_10/viewable_pdf/rspa88b.pdf

http://www.dot.ca.gov/hq/esc/oe/project_plans/highway_plans/stdplans_US-customary-units_10/viewable_pdf/rspa90a.pdf

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