

## **CITY OF OAKLAND, CALIFORNIA**

Sabrina B. Landreth, City Administrator

# **PROJECT BID DOCUMENTS**

for

## **PROJECT NO. 1003447**

# **Ballfield Wiring and Lighting Project**

Funded by:

**Measure KK Affordable Housing and Infrastructure Bond**

The work embraced herein shall be done in accordance with these project specifications and drawings (if any), including, but not limited to, the "Standard Specifications for Public Works Construction 2015 Edition" (GREENBOOK), the "Standard Details for Public Works Construction 2002 Edition", and the State of California, Department of Transportation, Standard Specifications and Standard Plans, dated 2010, when applicable for certain applicable State Standard drawings that are specified herein. All documents, City of Oakland programs, policies and regulations referenced herein are incorporated as if attached hereto or herein repeated.

### **Oakland Public Works Department (OPW)**

Bureau of Design and Construction

250 Frank H. Ogawa Plaza, Suite 4314, Oakland, CA 94612

Approved by:

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Danny Lau

Assistant Director

Bureau of Design and Construction

**June 2019**

# CERTIFICATION OF PROJECT BID DOCUMENTS

for

## PROJECT NO. 1003447

## BALLFIELD WIRING AND LIGHTING PROJECT

Project Documents assembled by:

*C. C. Reed* 5/10/19  
Christine Reed Date  
Capital Improvement Project Coordinator

Project Documents prepared by:

*Ronald D. Zeiger* 5/10/19  
Zeiger Engineers, Inc. Electrical Engineer Date



Approved by:

*Lily Soo Hoo* 5/14/19  
Lily Soo Hoo Date  
Supervisor, OPW Project Delivery Division

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# SECTION 1. Project Information

## 1.1 NOTICE TO BIDDERS

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**Description:** The proposed work consists, in general, of upgrade and replacement of field wiring and lighting at four City-owned ball fields: Curt Flood, Golden Gate, Tassafaronga, and Lowell fields, according to the project documents. All work shall meet all the plans, specifications, and current code requirements. Lowell Field Improvements is a Bid Additive Alternate.

**Voluntary Pre-Bid Meeting:**

June 18, 2019 at 10:00 AM, in Broadway Conference Room, 4<sup>th</sup> Floor, 250 Frank H. Ogawa Plaza, Oakland, CA 94612. **There is now also a teleconference option for participating in the pre-bid meeting. The toll-free dial in phone number is 515-604-9300. Access Code is 611015.**

**Questions Due:** June 25, 2019 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. Any addendum that materially changes the bid invitation shall be issued no less than 72 hours before the bid opening, unless the bid opening is extended by said addendum.

**Bids Due:** July 11, 2019 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:** \$1,118,111 Base Bid, \$578,192 Bid Alternate

**Basis of Award:** Base Bid

**License Required:** A, B, C-10

**Contract Days:** 60 working days Base Bid, 20 working days Bid Alternate

**Liquidated Damages:** \$500 per calendar day

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

**Oakland-certified Local Business Requirement:** 50% minimum participation (excluding Specialty Items, if any. See Sections II.F, II.S and III.A.6). Firms unable to attend a voluntary pre-bid meeting are encouraged to contact the assigned Contract Compliance Officer to review the City's Local and Small Local Business Enterprise (L/SLBE) program.

**Local Trucking Requirement:** Yes, unless self-performed by general contractor

**Self-Performance:** 30% minimum, excluding Specialty Items if any per the Bid Schedule. See Special Provisions Section 2-3.2.

**Contact Information:**

OPW Project Manager: Christine Reed at 510-238-6540, [creed2@oaklandca.gov](mailto:creed2@oaklandca.gov)

Contract Services: Calvin Hao at [chao@oaklandca.gov](mailto:chao@oaklandca.gov) or (510) 238-7395

Contract Compliance Officer: Vivian Inman at [vinman@oaklandca.gov](mailto:vinman@oaklandca.gov) or (510)238-6261

**Department of Industrial Relations (DIR):**

1. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the 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 DIR pursuant to Labor Code section 1725.5.
3. This project is subject to compliance monitoring and enforcement by the DIR.
4. The prime contractor must post job site notices prescribed by regulation.
5. Assembly Bill 219 requires companies hauling or delivering ready-mix concrete to register with the DIR as a public works contractor.

**Bid Documents and AB 2036 Compliance:** Bid documents are only available digitally and provided free of charge through two websites listed below.

1. iSupplier: <https://www.oaklandca.gov/services/active-closed-oppourtunities> OR
2. CIPList.com: <http://ciplist.com/plans/?Oakland/city/9392>.

Separate Plan Holder lists are maintained by each site. Bid Results and Subcontractor Listings are posted only to the CIPList.com site. 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**

Newspaper publication date: June 14, 2019

## 1.2 PROJECT SCOPE OF WORK

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The Work is as described in the Drawings, Specifications, and other Contract Documents listed in the Table of Contents and Index to Drawings bound in the Project Manual prepared by Project Delivery Division, Oakland Public Works, Bureau of Design and Construction, entitled:  
Ballfield Wiring and Lighting Project  
at Lowell Park, Golden Gate Park, Curt Flood Field and Tassafaronga Park

The proposed work consists, in general, of upgrade and replacement of field wiring and lighting at four City-owned ball fields: Curt Flood, Golden Gate, Tassafaronga, and Lowell fields; and related work specifically shown in the project documents. All work shall meet all the plans, specifications, and current code requirements.

## 1.3 PROJECT TIMELINE

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The anticipated project schedule is as follows:

ACTIVITY	ESTIMATED DATE
Legal advertisement	June 14
Bids due	July 11
Compliance Analysis	July 26
Contingent Contract Documents issued	September 16
Council Approval of Award	September 17
Notice to Proceed	October 7

## 1.4 PROJECT LOCATION MAP

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See Construction Drawings set.

## 1.5 REGULATORY REQUIREMENTS (PERMITS, UTILITIES, ETC...)

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The following list of anticipated permits required is for information purposes only and may not be all inclusive. It is the Contractor's responsibility to confirm the permits required and BMPs for construction.

Building permit will be secured and paid by the City. The Contractor will need to pull the building permit at the Oakland Building Department located on the 2<sup>nd</sup> Floor of 250 Frank H. Ogawa Plaza. Contractor to complete Waste Reduction & Recycling Plan in order to pickup job card. For any demolition work, Contractor must obtain Bay Area Air Quality Management Notification and J-number in order to pull demolition permit. Trade permit payments are the responsibility of the contractor.

# SECTION 2. Mandatory Policies and Programs

<<< Schedules R and O shall be submitted with the bid. >>>

All other Schedules referenced below are not required with the proposal. These schedules will only be required of the contractor receiving the award and will be provided during the contract execution phase. These Schedules, policies, programs, and ordinances referenced in this section are available at:

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

**Please carefully review all the terms and conditions described below. The City shall award contracts only to firms that can achieve full compliance.**

## 2.1 Prevailing Wage Rates

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

This project is subject to State of California Labor Code Sections 1770-1781, 1813 and 1815 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](http://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.

## 2.2 Minimum Wage Ordinance

The City's Minimum Wage Ordinance, effective March 2, 2015, establishes a minimum hourly wage rate, requires paid sick leave, and requires payment of service charges to hospitality workers. Employers must notify employees of the annually adjusted rates by each December 15<sup>th</sup> and prominently display notices at the job site.

Employers located in Oakland are subject to federal, state and local minimum wage laws. In the event of conflicting requirements, employers shall follow the stricter requirement by paying the higher rate. For further information, please refer to:

<http://www2.oaklandca.gov/government/o/CityAdministration/d/MinimumWage/index.htm>

## 2.3 Senate Bill 854

Signed into law on June 20, 2014, SB 854 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.
- g. Further, effective July 1, 2016, **Assembly Bill 219** requires companies hauling or delivering ready-mix concrete to register with the DIR as a public works contractor.

## **2.4 Definitions and Abbreviations**

Refer to Special Provisions, Sections 1-2 and 1-3.

## **2.5 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.

**2.6 Local and Small Local Business Enterprise Program (L/SLBE)**

*This summary highlights provisions of the L/SLBE program for **construction contracts**. The full program document is available at:*

[www2.oaklandca.gov/oakca1/groups/contracting/documents/form/oak029719.pdf](http://www2.oaklandca.gov/oakca1/groups/contracting/documents/form/oak029719.pdf)

2.6.1. **Requirement:** All construction contracts at or over \$100,000 shall satisfy the 50% L/SLBE minimum participation requirement, unless otherwise reduced or waived in the Notice To Bidders. Of this 50% minimum, 25% minimum participation must be by a SLBE firm, either as a prime, subcontractor, supplier, or trucker. It is extremely important that prime contractors verify the L/SLBE certification status of their firm, any subcontractors, suppliers, and truckers prior to listing the firm on Schedule R.

- a. The prime contractor shall submit a completed Schedule R – “Subcontractor, Supplier, Trucking Listing” showing 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 \$10,000, whichever is greater. **Failure to do so will render the bid nonresponsive.**
- b. If the NTB requires local trucking, bidders must list ALL trucking regardless of tier and dollar amount. **Failure to do so will render the bid nonresponsive.**

2.6.2. **Meeting the 50% participation requirement:** These scenarios are provided only for illustration purposes and do not relieve the prime’s responsibility to comply with any “Self-Performance” requirement in accordance with the Notice to Bidders.

- a. MEETING THE MINIMUM - 25% minimum participation must be by a SLBE firm, either as a prime, subcontractor, supplier, or trucker :
  - i. 25% LBE + 25% SLBE = 50% {compliant}
  - ii. 10% LBE + 40% SLBE = 50% {compliant}
  - iii. 26% LBE + 24% SLBE = 50% {not-compliant}
  - iv. 40% LBE + 10% SLBE = 50% {not-compliant}
- b. A Very Small Local Business Enterprise (VSLBE) satisfies SLBE participation at a rate of two times.
  - i. 25% LBE + 12.5% VSLBE = 50% {compliant}

- ii. 10% LBE + 20% VSLBE = 50% {compliant}
- iii. 25% VSLBE = 50% {compliant}

2.6.3. **Bid Discounts:** Contractors may earn up to a maximum of a 5% bid discount.

- a. MEETING THE MINIMUM 50% L/SLBE participation requirement: 2% bid discount.
- b. EXCEEDING THE MINIMUM 50% L/SLBE participation requirement: Up to 3% additional bid discounts may be earned at a rate of 1% per additional 10% participation, up to 80% participation of the total contract dollars spent with L/SLBE firms. See examples below.
  - i. 30% LBE + 30% SLBE = 60% = additional 1% bid discount
  - ii. 35% LBE + 35% SLBE = 70% = additional 2% bid discount
  - iii. 40% LBE + 40% SLBE = 80% = additional 3% bid discount

2.6.4. **Trucking:** If the NTB requires local trucking, 50% of the total trucking dollars must be allotted to Oakland-certified Local Truckers to enhance the participation of locally based trucking firms in city-funded public works projects. **Failure to comply with the 50% trucking requirement will result in a non-responsive bid.**

2.6.5. **50% Local Employment Program (LEP):** 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.

2.6.6. **15% Apprenticeship Program:** 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.

2.6.7. **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](http://www.dir.ca.gov/DLSR/PWD).

- a. **Weekly Certified Payroll:** 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. If the City determines that Contractor has failed to pay any of its employees 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.
  - b. **Electronic Payroll Submittals:** The prime contractor and all subcontractors shall 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 per month** for contracts greater than 5 million dollars; subcontractors will not be charged for this service.
- 2.6.8. **The Exit Report and Affidavit (ERA)** – This report declares the level of participation achieved and will be used to calculate banked credits. The prime consultant must complete the Schedule F, Exit Report and Affidavit for, and have it executed by, each L/SLBE sub consultant and submitted to the Office of the City Administrator, Contracts and Compliance Unit, along with a *copy* of the final progress payment application. This schedule is not provided in this Bid Book and should be provided by the Resident Engineer upon commencement of the project.
- 2.6.9. **Joint Venture and Mentor Protégé Agreements:** If a prime is able to develop a Joint Venture or “Mentor-Protégé” relationship with a certified LBE or SLBE, the Joint Venture or Mentor-Protégé 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. Joint Venture Applications and elements of City approved Mentor Protégé relation are available upon request.
- 2.6.10. **Ownership and workforce:** Contractors shall submit information concerning the ownership and workforce composition of their 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.

2.6.11. **Affirmative Action:** All affirmative action efforts of consultants are subject to tracking by the City. This information or data shall be used for statistical purposes only. All prime consultants are required to provide data regarding the make-up of their sub-consultants 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 the consultant to hire and/or contract with the individual or entity in question. In the recruitment, hiring and retention of employees or sub-consultants, the City of Oakland requires all prime consultants 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.

## **2.7 Prompt Payment Ordinance - Oakland Municipal Code, Chapter 2.06.070**

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.

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.

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.

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@oaklandca.gov](mailto:vinman@oaklandca.gov).

## **2.8 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.

## **2.9 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.

According to the City's Purchasing Ordinance (OMC Chapter 2.04.050.C), "No person, firm or corporation shall be allowed to make or file or be interested in more than one bid for the same supplies, services or both." To clarify, **a firm (including, but not limited to licensed contractors and professional service providers) may not submit a proposal as a prime consultant or contractor if they are being listed as a sub-consultant or subcontractor on another proposal or bid for the same solicitation.**

Exceptions include:

- a. A firm may be listed on more than one proposal or bid if they are proposing under separate legal entities.
- b. A firm, if not submitting as a prime consultant or contractor, may be listed as sub-consultant or subcontractor on more than one proposal or bid.
- c. In the case of an RFQ for On-Call Construction Services, a firm may be listed as a prime contractor or subcontractor in more than one submittal provided each submittal is for a different contractor license type (e.g. A, B, C10, C-27, etc..) or service type at the sole discretion of the City.
- d. No officer, director, employee or member of a Mentor-Protégé team, as defined by the L/SLBE Program, shall be allowed to bid or otherwise participate independently on a city contract where the mentor-protégé team is bidding or otherwise participating. Each party is prohibited from submitting multiple bids on a city contracts.

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.

## **2.10 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.

**2.11 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.

**2.12 Ownership, Ethnicity and Gender Questionnaire – Schedule D**

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

**2.13 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.

#### **2.14 Independent Contractor Questionnaire - Schedule M, Part A**

Contractor represents that:

- Contractor has the Proposals and skills necessary to perform the services under this contract in a competent and professional manner without the advice or direction of the City; and
- the services will be performed in accordance with the generally accepted principles and practices applicable to contractor's trade or profession; and
- Contractor and its employees and sub-contractors are properly licensed, registered, and/or certified as may be required under any applicable federal, state and local laws, statutes, ordinances, rules and regulations relating to performance of the services; and
- all services provided pursuant to this contract shall comply with all applicable laws and regulations; and
- Contractor will promptly advise City of any change in the applicable laws, regulations, or other conditions that may affect City's program.
- This means Contractor is able to fulfill the requirements of this contract. Failure to perform all of the services required under this contract will constitute a material breach of the contract and may be cause for termination of the contract. Contractor has complete and sole discretion for the manner in which the work under this contract is performed.

#### **2.15 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 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.

#### **2.16 Equal Benefits Ordinance - Schedule N-1**

This contract is subject to the Equal Benefits Ordinance (OMC Chapter 2.32) 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.

[https://library.municode.com/ca/oakland/codes/code\\_of\\_ordinances?nodeld=OAKLANDMUCO](https://library.municode.com/ca/oakland/codes/code_of_ordinances?nodeld=OAKLANDMUCO)

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 section 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 Chapter 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.

## **2.17 City of Oakland Campaign Contribution Limits – Schedule O**

The Oakland Campaign Reform Act ("Act"), Oakland Municipal Code Chapter 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.

**2.18 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.

**2.19 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 including dollar amounts, 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 compliance with Oakland's L/SLBE Program. There is no automatic reciprocity with any local business certification from the County of Alameda and Oakland Unified School District. Firms must have a current certification at time of bid in order to receive L/SLBE credit, and all firms are advised to verify their L/SLBE status prior to bid submittal through the Contract Compliance officer.

***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.

***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.

**Senate Bill 854** changed the law governing compliance with prevailing wages and implemented a mandatory contractor registration program applicable to ALL contractors and subcontractors. All contractors and subcontractors who bid or work on a public works project must register and pay an annual fee to DIR. **Only DIR-registered contractors and 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. See <http://www.dir.ca.gov/public-works/SB854.html> for more information about SB 854.

**Assembly Bill 219**, effective July 1, 2016, requires companies hauling or delivering ready-mix concrete to register with the DIR as a public works subcontractor.

**2.20 Compliance Commitment Agreement – Schedule U**

The Contractor shall comply with the L/SLBE program. In addition, prime contractors must certify on this schedule that they will agree to use the City's Labor Compliance Program tracker (LCP Tracker) to input ALL certified payroll reports, including all tiers of subcontractors for this project. Refer to Special Provisions Section 7-2.2.1 for more information such as monthly charge to the prime contractor.

**2.21 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.

**2.22 Border Wall Prohibition – Schedule W**

This contract is subject to the Border Wall Ordinance of Oakland Municipal Code, Ordinance 13459 C.M.S. The ordinance mandates and directs the City Administrator, when there is no significant additional cost (to be defined in regulations) or conflict with law, to refrain from entering into new or amended contracts to purchase professional, technical, scientific or financial services, goods, construction labor and materials or other services, or supplies from businesses that enter into contracts to provide such services, goods, materials or supplies to build the U.S. - Mexico border wall.

The City of Oakland shall be prohibited from entering into any contractual agreement for the purchase of services, goods, equipment, cyber network or cloud computing, internet, or cloud-based computer technology or services with any "BORDER WALL ENTITY" individual, firm, or financial institution who provides any services, goods, equipment, or information technology or cloud-based technology or services, to construct any part of the U.S. - Mexico border wall.

# SECTION 3. Bidding Information

## 3.1 BID INSTRUCTIONS

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***Please read instructions carefully. Bidders are required to fully complete all forms listed in Section 3.2 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 may result in a determination of "nonresponsive" with no further consideration of the bid.***

### 3.1.1 Bid Submittal Location

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 *Notice To Bidders* (NTB).

### 3.1.2 Pre-Bid Meeting Information

The NTB and legal advertisement will indicate whether a pre-bid meeting is scheduled, and if it is voluntary or mandatory. If mandatory, Prime Bidders who fail to attend the pre-bid meeting are disqualified from submitting a bid. Topics discussed at the pre-bid meeting may include, but are not limited to, general or technical 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, Equal Benefits Ordinance, Border Wall Prohibition, minimum wage ordinance, living wage ordinance, and prevailing wages.

### 3.1.3 Project Bid Documents, Drawings and Addenda

Project bid documents, drawings and addenda are available in digital format only and provided free of charge through two websites listed below. Sign-in sheets for pre-bid meetings will also be uploaded to these two websites. Hard copies are NOT available for purchase from the City. Courtesy notifications of contracting opportunities advertised in the newspaper are emailed only to vendors properly registered with either portal listed below.

- a. **iSupplier System** (City's official site):  
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@oaklandca.gov](mailto:iSupplier@oaklandca.gov) 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 links for detailed iSupplier registration instructions.

<https://www.oaklandca.gov/services/contracts-and-compliance/register-with-isupplier>

The iSupplier system assigns a unique "Request for Quotation" number and a three page introductory document to each contracting opportunity (construction bid or RFP). These front-end documents from iSupplier 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.
- d. **Bid Results, scanned bids** and **Subcontractor Listings (Schedule R)** are posted only to CIPLIST.com.
- e. Firms that are awarded a contract must eventually register in iSupplier in order to receive payments.

#### **3.1.4 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.

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.

- a. 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.
- b. 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.
  - c. 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.
  - d. 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.

### **3.1.5 Bid Alternates**

If bid alternates are included in the bid schedule, 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.

### 3.1.6 **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.

*\* Defined by Caltrans as: "Work that requires highly specialized knowledge, craftsmanship or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole. The items are generally limited to minor components of the overall contract. However, the fabrication and erection of certain types of steel structures are of such a nature and intricacy that they should be considered "specialty items" even though the cost of this work may constitute the major portion of the contract amount. For each individual construction contract, the administering agency must select any items that are to be treated as "specialty items" and list such selected items in the Special Provisions, or bid schedule."*

### 3.1.7 **Bid Security**

As per Special Provisions Section 2-1.5, each bidder shall submit bid security in the form of 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.

### **3.1.8 Addenda Acknowledgement**

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

### **3.1.9 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.

### **3.1.10 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.

### **3.1.11 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 procedures 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.

### **3.1.12 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.

### **3.1.13 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.

### **3.1.14 Sample Construction Contract for Public Works Construction**

Contractors are advised to familiarize themselves with the contract boilerplate included in APPENDIX A. 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.

### **3.1.15 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 Special Provisions Section 2-4. Sample bond forms are included with the sample construction contract in APPENDIX A.

### **3.1.16 Insurance Requirements**

The contractor shall provide proof of insurance in accordance with Schedule Q found in APPENDIX B prior to execution of the construction contract.

### **3.1.17 Business Tax Certificate**

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

### **3.1.18 Proprietary Information**

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

### **3.1.19 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.

### **3.1.20 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 Special Provisions Section 4-1.1.3 for more information.

## 3.2 BID SUBMITTAL REQUIREMENTS

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Every document listed in this section below shall be **completed and submitted with the Bid**, unless otherwise noted. The checklist is provided for convenience only, and does not relieve the bidder from responsibility to carefully review and understand the requirements for a complete bid submittal.

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### Checklist:

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- “Contractor’s Bid” form with all information provided**
  - Correct license types and active per CSLB for bidder and subcontractors?
  - Bidder and subcontractors registered with DIR?
  - Confirm all L/SLBE certifications active. No credit if expired.
- Bid Schedule(s)**
- Bid Security Statement filled out**
- Addenda Acknowledgement filled out**
- Listing of Principals filled out**
- Contractor Signature**
- Schedule O – “Campaign Contribution Limits” filled out and signed**
- Schedule R – “Subcontractors, Suppliers and Trucking Listing” filled out and signed**
  - Has L/SLBE participation requirement been met?
  - Has Self-Performance requirement been met, if applicable?
  - If Trucking is required, was one listed?
- Schedule W – “Border Wall Prohibition”**
- Bid Bond**



**CONTRACTOR'S BID**  
**for**  
**PROJECT NO. 1003447**  
**BALLFIELD WIRING AND LIGHTING**  
**PROJECT**

TO THE  
CITY OF OAKLAND, CALIFORNIA  
OAKLAND PUBLIC WORKS DEPARTMENT

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 July 11, 2019  
Time Day Date

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 number<sup>1</sup>, 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, 2015 Edition, City of Oakland Standard Detail for Public Works Construction 2002 Edition, including any addenda thereto, the contract annexed hereto, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

In accordance with Special Provisions Section 2-1.10, 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.

**Bidder agrees that if their bid is accepted, that Bidder will contract with the City, in the form of the copy of the contract annexed hereto within 20 working days, or less if stipulated in the Special Provisions.** Further, Bidder agrees if their bid is accepted, that Bidder will commence work as prescribed by the Notice to Proceed issued by the City Resident Engineer. Failure by Bidder to execute the contract in a timely manner or failure to comply with the Notice to Proceed will subject Bidder to forfeiture of the contract award and any and all penalties allowed by the Special Provisions.

### **BID SCHEDULES**

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:**

<b>TOTAL OF LUMP SUM BASE BID: \$</b>
---------------------------------------

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

**BASE BID BREAKDOWN FOR INFORMATION PURPOSES AND SHOULD TOTAL THE SAME AS THE LUMP SUM PRICE SHOWN ABOVE:**

Item No.	Estimated Quantity	Unit of Measure	Item Description	Unit Price	Item Total
1	1	LS	General Requirements: 1. Curt Flood field 2. Golden Gate field 3. Tassafaronga Field	1. 2. 3.	
2	1	LS	Demolition and removals, tree protection 1. Curt Flood field 2. Golden Gate field 3. Tassafaronga Field	1. 2. 3.	
3	1	LS	Concrete 1. Curt Flood field 2. Golden Gate field 3. Tassafaronga Field	1. 2. 3.	
*4	1	LS	Sports Lighting (new and retrofit equipment, lights, poles, installation, etc.) 1. Curt Flood field 2. Golden Gate field 3. Tassafaronga Field	1. 2. 3.	
*5	1	LS	Electrical (service, equipment, conduit, trenching, pull boxes, wiring, installation, testing, etc.) 1. Curt Flood field 2. Golden Gate field 3. Tassafaronga Field	1. 2. 3.	
6	1	LS	Lighting and Electrical installation and testing	1. 2. 3.	
7	1	LS	Repairs and landscape restoration 1. Curt Flood field 2. Golden Gate field 3. Tassafaronga Field	1. 2. 3.	
8	1	LS	Profit and Overhead 1. Curt Flood field 2. Golden Gate field 3. Tassafaronga Field	1. 2. 3.	

**\*Specialty Item - These items will be excluded from the total amount for purposes of L/SBLE participation and Self-Performance percentage calculation.**

## ❖ Bid Alternate No. 1 – Lowell Field Improvements

TOTAL OF BID ALTERNATE NO. 1: \$
----------------------------------

**BID ALTERNATE NO. 1 – BREAKDOWN FOR INFORMATION PURPOSES AND SHOULD TOTAL THE SAME AS THE LUMP SUM PRICE SHOWN ABOVE:**

Item No.	Estimated Quantity	Unit of Measure	Item Description	Item Total
1	1	LS	General Requirements: 1. Lowell Field	1.
2	1	LS	Demolition and removals, tree protection 1. Lowell Field	1.
3	1	LS	Concrete 1. Lowell Field	1.
*4	1	LS	Sports Lighting (new and retrofit equipment, lights, poles, installation, etc.) 1. Lowell Field	1.
*5	1	LS	Electrical (service, equipment, conduit, trenching, pull boxes, wiring, installation, testing, etc.) 1. Lowell Field	1.
6	1	LS	Repairs and landscape restoration 1. Lowell Field	1.
7	1	LS	Profit and Overhead 1. Lowell Field	1.

**\*Specialty Item - These items will be excluded from the total amount for purposes of L/SBLE participation and Self-Performance percentage calculation.**

### **SUBCONTRACTOR, SUPPLIER, TRUCKING LISTING**

It is critically important that Bidders provide all required information on Schedule R in accordance with this section. Please refer to Section II.R.

**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 Special Provisions Section 2-1.10, 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.)*

**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 \_\_\_\_\_



**CONTRACTOR ACKNOWLEDGEMENT OF CITY OF OAKLAND CAMPAIGN CONTRIBUTION LIMITS  
FOR CONSTRUCTION, PROFESSIONAL SERVICE & PROCUREMENT CONTRACTS**

To be completed by City Representative prior to distribution to Contractor

City Representative \_\_\_\_\_ Phone \_\_\_\_\_ Project Spec No. \_\_\_\_\_

Department \_\_\_\_\_ Contract/Proposal Name \_\_\_\_\_

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 and the Oakland Redevelopment Agency 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 W

## **BORDER WALL PROHIBITION**

This form is to be completed by Contractors and their sub-contractors, and  
all Vendors seeking to do business with the City of Oakland)

I, \_\_\_\_\_, the undersigned, a  
(Name)

\_\_\_\_\_ of \_\_\_\_\_  
(Title) (Business Entity)

(hereinafter referred to as Business Entity) am duly authorized to attest on behalf of the Business Entity:

- I. Neither this Business Entity nor any of its subsidiaries, affiliates or agents are under contract with any branch of the federal government to plan, design, build, support, repair and/or maintain any part of the border wall nor do we anticipate entering or competing for such work for the duration of a contract or contracts with the City of Oakland.
- II. The appropriate individuals of authority are cognizant of their responsibility to notify the city contact person/Project Manager, invoice reviewer or the City Administrator's Office of Contracts and Compliance if any of the identified above decide to compete, plan, design, build, support, repair and/or maintain any part of work or servicing the border wall.
- III. To maintain compliance, upon review and approval of invoices, the contractors/vendors hereby agree to submit attached to each invoice, a declaration on company stationery that the company remains in compliance with the Border Wall Prohibition and will not seek or secure a contract related to all aspects of the Border Wall.
- IV. Upon close out or completion of deliverables and prior to issuance of final payment (while honoring the Prompt Payment Ordinance) I agree to submit a statement attached to the final invoice, under penalty of perjury, declaring full compliance with the Border Wall Prohibition. I understand that an invoice is not declared fully complete and accepted unless and until the declaration of compliance is accepted.
- V. I declare under penalty of perjury that the above will not, have not and do not plan to participate in the building, servicing, maintenance of the operations of the so called "Border Wall".

I declare that I understand [Ordinance #13459 C.MS.](#) Based on my understanding the above is true and correct to the best of my knowledge.

I declare that I understand [Ordinance #13459 C.MS.](#) Based on my understanding all or a portion of the above is not true and correct to the best of my knowledge.

\_\_\_\_\_  
(Printed Name and Signature of Business Owner)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name of Business Entity)

\_\_\_\_\_  
(Street Address City, State and Zip Code)

\_\_\_\_\_  
(Name of Parent Company)

Minor Revisions: DB -3/8/2018

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., 2019.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 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(ties), 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 4. Public Works Department Specifications**

**CITY OF OAKLAND  
STANDARD SPECIFICATIONS  
FOR  
PUBLIC WORKS CONSTRUCTION**

**AKA**

**“SPECIAL PROVISIONS”**

---

The work to be performed under the contract includes the work described in the Notice to Bidders, all items listed in the Bid Schedule, and work shown on the plans or included in the project specifications. The work shall be performed in accordance with:

1. The “Standard Specifications for the Public Works Construction, 2015 Edition” adopted by City Council Ordinance No. 13455 C.M.S. on October 3, 2017 (aka Greenbook and hereinafter referred to as the “**Standard Specifications**”); and
2. These **Special Provisions** that modify said Standard Specifications; and
3. The “City of Oakland Standard Details for Public Works Construction 2002 Edition” (hereinafter referred to as the “**Standard Details**”); and
4. The latest State of California, Department of Transportation, “Standard Specifications and Standard Plans”, shall apply for certain applicable State Standard drawings that are specified herein.

The section numbers used herein (e.g., “1-2 DEFINITIONS”) correspond to the section numbers of the Standard Specifications that are modified by the Special Provisions.

Copies of said Standard Specifications (GREEN BOOK) may be purchased through <http://www.bnibooks.com>. A digital version of the Standard Details is available online at <http://www2.oaklandnet.com/Government/o/PWA/o/EC/s/DGP/OAK025902>.

## MARGINS

NOTE!

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# 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 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.

**Specifications:** The term used herein refers to both the Standard Specifications and Special Provisions.  
**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  
**EBMUD:** East Bay Municipal Utility District  
**HR:** Hour  
**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 THE 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.**

### **2-3.2 Self Performance.**

REPLACE SUB-SECTION 2.3.2 WITH THE FOLLOWING:

The Contractor shall perform, with its own organization, Contract work amounting to at least 30 percent of the Contract Price except that any designated "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed will be deducted from the Contract Price before computing the amount required to be performed by the Contractor with its own organization. "Specialty Items" will be identified by the Agency in the Bid or in the Special Provisions. Where an entire item is subcontracted, the value of work subcontracted will be based on the Contract Unit Price. When a portion of an item is subcontracted, the value of work subcontracted will be based on the estimated percentage of the Contract Unit Price. This will be determined from information submitted by the Contractor, and subject to approval by the Engineer.

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 in 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 in the Notice to Bidders. 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.**

#### **2-5.3.1 General.**

ADD NEW PARAGRAPHS AT END OF SUBSECTION 2-5.3.1.1 TO READ:

**2-5.3.1.1 Electronic Submittals.** The Contractor shall provide submittals in electronic format when possible and as directed by the City. The Contractor shall establish electronic submittal transfer application or sharable portals as necessary to transmit electronic submittal files too large to be submitted via email.

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

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 2-5.3.7 TO READ:

**2-5.3.7 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.**

DELETE SUBSECTION 2-9 AND REFER TO DIVISION 1 OF THE SPECIFICATIONS FOR SURVEYING REQUIREMENTS.

**2-9 SURVEYING.**

**2-9.1 Permanent Survey Markers.**

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

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

**2-10 AUTHORITY OF BOARD AND ENGINEER.**

ADD THE FOLLOWING THREE PARAGRAPHS TO SUBSECTION 2-10:

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

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

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

ADD NEW SUBSECTION 2-13 TO READ:

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

within 60 calendar days.

ADD NEW SUBSECTION 2-14 TO READ:

**2-14 GPS COORDIANTES AND VERTICAL DATUM.** GPS coordinates shall be based on one of these two systems:

1. NAD\_1983\_StatePlane\_California\_III\_FIPS\_0403\_Feet [NAD83]  
or in
2. WGS 84

The vertical datum shall be NAVD88.

## 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 25 percent 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.

### **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:

**3-3.2.2.1 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\\_2015.pdf](http://www.dot.ca.gov/hq/construc/eqrr/Book_2015.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.

CHANGE THE LAST PARAGRAPH OF SUBSECTION 3-3.2.2.1 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 3-3.2.3.1. All labor classifications used in the performance of extra work shall be subject to the Engineer's approval.

##### **3-3.2.2.3 Tool and Equipment Rental.**

REPLACE THE SECOND PARAGRAPH OF SUBSECTION 3-3.2.2.3 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.**

**3-3.2.3.1 Work by the 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.

**3-3.2.3.2 Work by a Subcontractor.** When all or any part of the extra work is actually performed by a first tier Subcontractor, the markup established in 3-3.2.3.1 shall be applied to the first tier Subcontractor's actual cost of such work calculated under Section 3-3.2.2.1 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](http://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](http://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.

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 THE WORK.**

CHANGE SUBSECTION 6-3.1 TO READ:

**6-3.1 General.** The Engineer shall have the authority to suspend the work wholly or in part for such period as deemed necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as it may deem necessary due to the Contractor's failure to carry out orders given or to perform any work provisions. The Contractor shall immediately obey the Engineer's suspension orders and shall not resume work until so ordered in writing by the Engineer.

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

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

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

ADD NEW SUBSECTION 6-3.3 TO READ:

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

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

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

## **6-6 DELAYS AND EXTENSIONS OF TIME.**

### **6-6.1 General.**

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

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

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

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

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

### **6-6.3 Payment for Delays to Contractor.**

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

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

### **6-7.2 Working Day.**

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

CHANGE 6-7.2 ITEM 3 TO READ:

The following designated holidays:

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

### **6-7.2 Working Day.**

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

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

ADD NEW SUBSECTION TO READ:

**6-7.4 Contract Working Days.** The work that the Contractor is required to perform under this contract commences at the time stipulated by the Engineer in the "Notice to Proceed" to the Contractor shall be completed within the number of working or calendar days from the date of the Notice to Proceed specified in the Notice to Bidders. 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, ACCEPTANCE, AND WARRANTY.**

### **6.8.1 Completion**

### **6.8.2 Acceptance**

REPLACE 6-8.2 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.

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

When required, the Contractor's Guarantee Form (**Attachment 1** at the end of these Special Provisions) shall be used for this purpose.

### **6.8.3 Warranty**

REPLACE 6.8.3 WITH THE FOLLOWING:

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.

## **6-9 LIQUIDATED DAMAGES.**

REPLACE THE FIRST PARAGRAPH OF SUBSECTION 6-9 WITH THE FOLLOWING:

The Contractor's failure to complete the Work within the time allowed will result in damages being sustained by the Agency. Such damages are, and will continue to be, impracticable and difficult to determine. Liquidated damages shall be assessed in a tiered fashion, as follows:

- a. For each consecutive calendar day in excess of the time specified for the completion of Work, as adjusted in accordance with 6-6, until the date of Substantial Completion, the Contractor shall pay to the Agency or the Agency may deduct from monies due the Contractor, the daily liquidated damages amount specified in the Notice to Bidders, unless otherwise provided in the contract documents.
- b. For each consecutive calendar day from the day immediately after the date of Substantial Completion until the date of the Notice of Completion, the Contractor shall pay to the Agency or the Agency may deduct from monies due the Contractor, the the daily liquidated damages amount specified in the Notice to Bidders, unless otherwise provided in the contract documents.

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 Prevailing Wages.

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](http://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 20<sup>th</sup> 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.

REPLACE SUBSECTION 7-3 WITH THE FOLLOWING:

### **7-3 INSURANCE**

#### **7-3.1 City of Oakland Insurance Requirements.**

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 Schedule Q in Appendix B.

#### **7-3.2 General Liability Insurance.**

DELETE SUBSECTION 7-3.2. INSTEAD REFER TO SUBSECTION 7-3.1.

#### **7-3.3 Workers' Compensation Insurance.**

DELETE SUBSECTION 7-3.3. INSTEAD REFER TO SUBSECTION 7-3.1.

#### **7-3.4 Auto Liability Insurance.**

DELETE SUBSECTION 7-3.4. INSTEAD REFER TO SUBSECTION 7-3.1.

ADD NEW SUBSECTION 7-3.5 TO READ:

**7-3.5 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.

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 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 including, but not limited to, the State Water Resources Control Board Construction General Permit (Construction General Permit), and the City of Oakland Creek Protection Permit and Temporary Storm Water Discharge Permit, and shall file all relevant and required documents including, but not limited to, the Construction General Permit Stormwater Pollution Prevention Plan, Rain Event Action Plans, Inspection, Monitoring and Annual Reports, and the City of Oakland Creek Protection Plan and Hydrology Report. 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. Avoid using BMPs made with plastic netting or fixed aperture netting, especially when placing final site stabilization BMPs. Wildlife-friendly products made from made of biodegradable natural materials are widely available.
- 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.

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

The Contractor shall implement and maintain such BMPs as are relevant to the work, and as are specifically required by the Construction General Permit, 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 the Construction General Permit or by a City of Oakland permit, 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 Construction General Permit 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 (As amended by 2010-0014-DWQ and 2012-006-DWQ). Available at: [http://www.swrcb.ca.gov/water\\_issues/programs/stormwater/constpermits.shtml](http://www.swrcb.ca.gov/water_issues/programs/stormwater/constpermits.shtml)
2. Construction BMP Online Handbook. California Stormwater Quality Association (January 2015). Available at: <https://www.casqa.org/resources/bmp-handbooks/construction> (subscription required)
3. City of Oakland Creek Protection, Stormwater Management, and Discharge Control Ordinance and Guide to Oakland's Creek Protection Ordinance. Available at: <http://www2.oaklandnet.com/government/o/PWA/o/FE/s/ID/OAK024740>
6. Manual of Standards for Erosion and Sediment Control Measures. Association of Bay Area Governments (ABAG) Available at: <https://store.abag.ca.gov/environment.asp#ec1>
7. Stormwater Quality Handbooks. California Department of Transportation. Available at: <http://www.dot.ca.gov/hq/construc/stormwater/manuals>
8. Start at the Source. Bays Area Stormwater Management Association. Available at: <http://www.scvurppp-w2k.com/pdfs/0910/StartAtTheSource.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 (i.e., cover and berm).

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 the water quality standards in the Construction General Permit.

**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 the water quality standards in the Construction General Permit.
- 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 in

accordance with the water quality standards in the Construction General Permit.

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 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 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.

#### **7-10.4 Safety.**

##### **7-10.4.1-2 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.

##### **7-10.4.4 Special Hazardous Substances and Processes.**

ADD THE FOLLOWING TWO PARAGRAPHS TO THE END OF SUBSECTION 7-10.4.4:

**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.

#### **7-10.4.5 Confined Spaces.**

ADD NEW SUBSECTION 7-10.4.5 TO READ:

**7-10.4.5.4 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 7-10.4.6 TO READ:

**7-10.4.6 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.

**7-10.4.6 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.

**7-10.4.6 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.

**7-10.4.6 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.

**7-10.4.6 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..

**7-10.4.6 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.

**7-10.4.6 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.

**7-10.4.6 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 **one** Construction Information 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 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.)

**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.

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

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

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

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

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

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

1. Payment and Performance Bonds remain in full force until completion and acceptance of the project as defined by the Standard Specifications for Public Works Construction and Special Provisions.
2. The LBE Subcontractor's work must be complete and conditionally approved by the Engineer. The LBE Subcontractor's work is deemed complete and approved if:
  - a. The General Contractor was allowed to advance the project beyond the LBE Subcontractor's work. For example, advancing from grading to paving or from asbestos abatement to painting and;
  - b. The LBE Subcontractor has complied with all provisions in the City of Oakland and Redevelopment Agency Small Local Business Enterprise Program, and the City of Oakland and Redevelopment Agency Local Employment Program for Public Works Contracts.
  - c. All work, including punch list work, is in full compliance with all applicable codes, contract plans and contract specifications.
3. Completion and conditional approval for purposes of this provision shall not signify acceptance of the work by the City of Oakland. The LBE Subcontractor's work shall continue to be subject to contract provisions covering warranty, and incomplete or defective work.
4. Release of any portion of the General Contractor's retention shall not constitute a release of any contract provisions governing the work.

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

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

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

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

The Engineer is authorized to withhold an amount from progress and final payments from Contractors who do not submit certified payroll reports for themselves or their subcontractors or are in non-compliance with the City of Oakland and Redevelopment Agency's Local Construction Employment Program and Resolution No.

57103 C.M.S. governing the payment of prevailing wages. The Contract Compliance Officer shall determine the withholding amounts.

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

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

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

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

REPLACE SUBSECTION 9-3.3 WITH THE FOLLOWING:

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

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

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

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

#### **9-3.4 MOBILIZATION.**

ADD THE FOLLOWING PARAGRAPH TO SUBSECTION 9-3.4:

The cost of mobilization work, if not shown in the bid schedule as a separate item, shall be included in the payment made for other work items, and no separate payment shall be made therefor.

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.

## ATTACHMENTS

No.	Attachment Name	Ref. Section
1	Contractor's Guarantee	6-8
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	601-1.1
7	Holiday Restricted Streets	601-1.1
8	Limited Operation Areas	601-1.1
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	7-12.2
12	Imported Materials Certification Form	211-4
12	Subsection 211-4 Special Provisions for Imported Material or Backfill	211-4
13		
14	Telecommunications Wiring Standards	209-5.3.4.1
15	2010 Revised Standard Plan RSP A87A, A88A, A88B, A90A, A90B	General

**Attachment 1  
Contractor's Guarantee**

Subsection 6-8

At the completion of work by the Contractor, and also when required by the Specifications, a guarantee shall be submitted in the form of the following guarantee *on the Contractor's own letterhead*:

Guarantee/Warranty for \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(Project Number and Name, Site Name and Address)*

We hereby warrant and the General Contractor guarantees that the contract work we have installed has been done in accordance with Drawings and Specifications and that the work as installed will fulfill requirements of the guarantee/warranty included in contract documents. We agree to repair or replace any or all of our work, together with any other adjacent work which may be displaced by so doing that may prove to be defective in its workmanship or materials within a period of \_\_\_ years from the date of acceptance of above-named structure by the City (ordinary wear and tear and unusual abuse or neglect excepted).

In the event of our failure to comply with above-mentioned conditions within thirty (30) days after being notified in writing by the City of Oakland, we collectively or separately, do hereby authorize the City of Oakland to proceed to have said defects repaired and made good at our expense, and we will honor and pay the costs and charges therefore upon demand.

**Signed:** \_\_\_\_\_ **Date** \_\_\_\_\_  
Contractor

**Signed:** \_\_\_\_\_ **Date** \_\_\_\_\_  
Subcontractor, where applicable

## 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,

<b>Name</b>	<b>Title</b>	<b>Company</b>
-------------	--------------	----------------

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 7: HOLIDAY RESTRICTED STREETS

Subsection 601-1.1

**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 22<sup>nd</sup>  
& 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

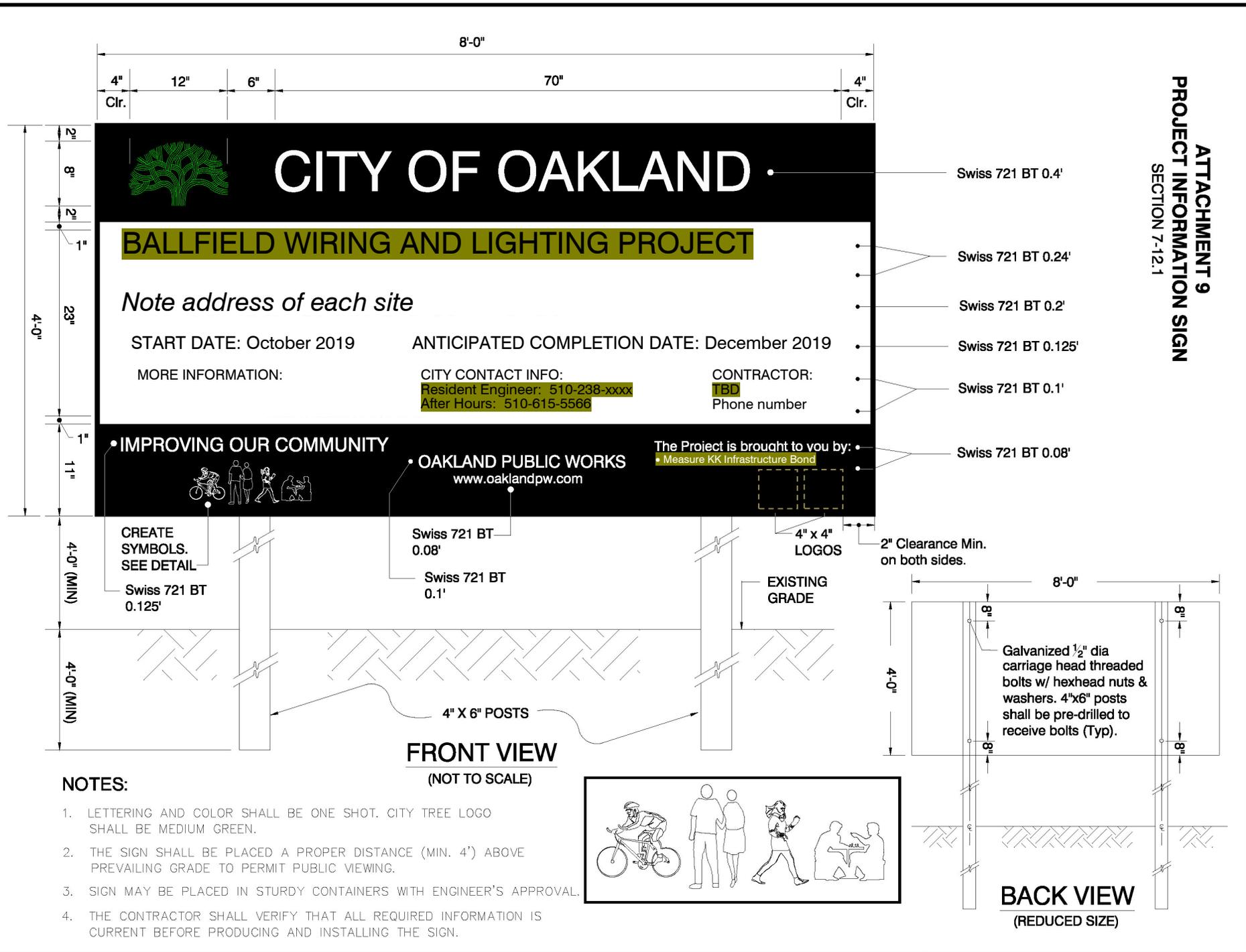
**Webster St:** 6th St. to Broadway  
**West Grand:** Broadway to Telegraph  
**West MacArthur:** Harrison to Manila  
**Williams:** MLK Jr. Way to Telegraph  
**5th St:** Market to Broadway  
**7th St:** Broadway to Madison  
**8th St:** MLK Jr. Way to Madison  
**9th St:** MLK Jr. Way to Madison  
**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 601-1.1

**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  
**5<sup>th</sup> 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:**

**CONSTRUCTION INFORMATION:**

**CONTRACTOR NAME AND PHONE NUMBER:**

**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 11  
Door Hangers**



# CONSTRUCTION NOTICE

**PROJECT NAME:** Citywide Preventive Maintenance Resurfacing

**PROJECT NO.:** C427720

**TYPE OF WORK:** Roadway resurfacing and traffic striping along San Pablo Avenue, between 17<sup>th</sup> Street to 19<sup>th</sup> Street, and between 21<sup>st</sup> Street to MLK JR Way.

**WHEN:** June 8th, 2016 to June 20<sup>th</sup>, 2016 between 9:00AM and 4:00PM. Look for barricades for specific time of parking restrictions posted on your block.

**DESCRIPTION:** The improvements consist of roadway resurfacing along San Pablo Avenue, between 17<sup>th</sup> Street to 19<sup>th</sup> Street, and between 21<sup>st</sup> Street to MLK JR Way. Final traffic striping will be performed upon completion of resurfacing work.

**IMPACTS:** During roadway resurfacing work, segments of the street may be closed to traffic for short periods of time. A designated path with barricades and detour signs will be in place.

**FOR MORE INFORMATION, CONTACT:**

CONTRACTOR:  
Company Name  
Address  
Address  
Office: phone number  
Questions: email address

OAKLAND PUBLIC WORKS  
Name  
Resident Engineer  
City of Oakland  
Phone number  
Email address

**THANK YOU IN ADVANCE FOR YOUR COOPERATION**

**Attachment 12**  
**Imported Materials Certification Form**

Subsection 211-7

**PROJECT INFORMATION**

Number: \_\_\_\_\_ Name: \_\_\_\_\_

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 211-7 Imported Material or Backfill

ADD NEW SUBSECTION 211-7 TO READ:

**211-7 IMPORT FILL MATERIAL.**

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

**211-7.1 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 211-7.2.2.
- (4) **Pathogen of Concern:** Any pathogen identified for analysis per 211-7.2.2.

**211-7.2 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 211-7.2(A).

**Table 211-7.2(A). Sampling Frequency for Import Material Characterization<sup>1</sup>**

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

<sup>1</sup>Source: 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 211-7.2(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 211-7.2(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) <sup>1</sup>

<sup>1</sup>For 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 211-7.2(B). Table 211-7.2(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 211-7.2(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) <sup>1</sup>
Biosolids <sup>2</sup>	heavy metals (EPA methods 6010B and 7471A); semi-VOCs (EPA method 8270C); PCBs (EPA method 8082 or 8080A)

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

<sup>2</sup>Biosolids must also have been designated Class A for pathogen reduction.

In addition to meeting the screening criteria outlined in 211-7.3 for the chemicals of concern listed in Table 211-7.2(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 211-7.2(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 211-7. 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 211-7, 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 211-7, 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.

#### **211-7.3 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](http://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 5. Bid Drawings - Bound Separately**

# **SECTION 6. Appendices**

## **Appendix A:**

### **Sample 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 for the **Request for Qualifications for On-Call** \_\_\_\_\_ and documents referenced and incorporated therein; and
- 2) Task Orders issued for specific projects and all documents referenced and incorporated therein, including but not limited to, contractor’s bid, plans and specifications.
- 3) The total aggregate contract amount will not exceed **Enter alpha dollar amount and 00/100 cents** for the term of contract.

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. Contract Term**

The term of the contract shall be \_\_\_\_\_ from the date of this contract shown above.

**2. Commencement of Work**

In accord with the Specifications for the On-Call Construction Services, the City shall issue a Task Order for each project work. A Notice to Proceed date, the total working days, and the required completion date will be specified on each Task Order.

**3. Bonds**

Contractor shall provide two good and sufficient surety bonds, which name the City of Oakland as insured, for each Task Order **prior to the commencement of any work**. 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. The Contractor shall maintain the bonds in full force and effect until the work is accepted by the City, and until all claims for material and labor are paid, and shall otherwise comply with the Civil Code.

**4. 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.*

**5. 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.*

**6. 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.*

**7. 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 15<sup>th</sup> 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>

**8. 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.

**9. 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.*

**10. 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.

**11. 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.

**12. 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.

**13. 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](mailto: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.

**14. 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]**

**DEPARTMENT DIRECTOR**

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

\_\_\_\_\_  
Public Works Department 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. \_\_\_\_\_

Sample

## **Appendix B:**

### **Schedule Q – Insurance Requirements**

## Schedule Q

### INSURANCE REQUIREMENTS

*(Revised 01/13/17)*

a. General Liability, Automobile, Workers' Compensation and Professional Liability

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 all insurance policies. The insurance shall at a minimum include:

- i. **Commercial General Liability insurance** shall cover bodily injury, property damage and personal injury liability for premises operations, independent contractors, products-completed operations personal & advertising injury and contractual liability. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01)

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. If such CGL insurance contains a general aggregate limit, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- ii. **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 0001.

- iii. **Worker's Compensation insurance** as required by the laws of the State of California, with statutory limits, and statutory coverage may include Employers' Liability coverage, with limits not less than \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, and \$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 Agreement and thereafter as required by that code.

- iv. ~~**Professional Liability/ Errors and Omissions insurance, if determined to be required by HRM/RBD,** appropriate to the contractor's profession with limits not less than \$ N/A each claim and \$ N/A aggregate. If the professional liability/errors and omissions insurance is written on a claims made form:~~
- ~~a. The retroactive date must be shown and must be before the date of the contract or the beginning of work.~~
  - ~~b. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.~~
  - ~~c. 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.~~
- v. ~~**Contractor's Pollution Liability Insurance:** If the Contractor is engaged in: environmental remediation, emergency response, hazmat cleanup or pickup, liquid waste remediation, tank and pump cleaning, repair or installation, fire or water restoration or fuel storage dispensing, then for small jobs (projects less than \$500,000), the Contractor must maintain Contractor's Pollution Liability Insurance of at least \$500,000 for each occurrence and in the aggregate. If the Contractor is engaged in environmental sampling or underground testing, then Contractor must also maintain Errors and Omissions (Professional Liability) of \$500,000 per occurrence and in the aggregate.~~
- vi. ~~**Sexual/Abuse insurance.** If Contractor will have contact with persons under the age of 18 years, or Contractor is the provider of services to persons with Alzheimer's or Dementia, Contractor shall maintain sexual/abuse/molestation insurance with a limit of not less than \$1,000,000 each occurrence. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.~~

b. Terms Conditions and Endorsements

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

- i. Insured Status (Additional Insured): Contractor shall provide insured status naming the City of Oakland, its Councilmembers, directors, officers, agents, employees and volunteers as insured's under the Commercial General Liability policy. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 (11/85) or both CG 20 10 and CG 20 37 forms, if later revisions

used). If Contractor submits the ACORD Insurance Certificate, the insured status endorsement must be set forth on an ISO form 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

- ii. 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 Agreement); and
- iii. Cancellation Notice: Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the Entity; and
- iv. 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; and
- v. Certificate holder is to be the same person and address as indicated in the "Notices" section of this Agreement; and
- vi. Insurer shall carry insurance from admitted companies with an A.M. Best Rating of A VII, or better.

c. Replacement of Coverage

In the case of the breach of any of the insurance provisions of this Agreement, 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 Agreement, 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 Agreement.

d. 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 Agreement.

e. 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.

f. Subcontractors

Should the Contractor subcontract out the work required under this agreement, they shall include all subcontractors as insured's 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.

g. 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.

h. Waiver of Subrogation

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

i. Evaluation of Adequacy of Coverage

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

j. 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.

## **Appendix C:**

### **Technical Specifications**

# TECHNICAL SPECIFICATIONS FOR THE CONSTRUCTION OF BALLFIELD WIRING AND LIGHTING PROJECT

Curt Flood Field  
2938 School Street  
Oakland, CA 94602

Golden Gate Athletic Field  
1075 62<sup>nd</sup> Street  
Oakland, CA 94608

Tassafaronga Athletic Field  
975 85 Avenue  
Oakland, CA 94621

Lowell Park Athletic Field  
1180 14<sup>th</sup> Street  
Oakland, CA 94607



Prepared by:

Zeiger Engineers, Inc.

Ronald D. Zeiger PE, License No. 7218

**May 10, 2019**

**- DOCUMENT 00 0010 -**  
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**Bidding Documents:**

DOCUMENTS BY OWNER UNDER SEPARATE COVER

**Technical Specifications:**

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<b>Division 01 – General Requirements.....</b>	<b>01 5639-1; 01 5639-6</b>
56 3900    Tree Protection	
<b>Division 03 – Concrete.....</b>	<b>03 3001-1; 03 3001-3</b>
03 3001    Cast-In-Place Concrete	
<b>Division 26 – Electrical.....</b>	<b>26 0000-1; 26 5501-10</b>
26 0000    General Electrical Requirements	
26 1000    Basic Materials and Methods	
26 2000    Electrical Equipment	
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<b>Division 32 – Exterior Improvements.....</b>	<b>32 0505-1; 32 0505-2</b>
32 0505    Selective Site Demolition	

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**SECTION 01 56 39 TREE PROTECTION**

**PART 1 - GENERAL**

**1.1 SUMMARY**

This Section includes all services, labor, materials, transportation, and equipment necessary to perform the Work indicated on the Contract Drawings and specified herein this Section, as required to properly complete the Work and the following:

- A. Protecting and maintaining existing trees and vegetation not specifically designated for removal, to remain.
- B. Protection shall be extended to trees and/or vegetation located within or adjacent to the Project Site, whether or not the tree trunk and/or vegetation is located within the designated Limits of Work.

**1.2 DEFINITIONS**

- A. "Tree" shall mean a woody perennial plant which usually has (but not limited to) a single dominant trunk and has a mature height of fifteen feet (15') or more and has a trunk diameter (caliper) of three (3") inches or more when measured at 24" above the finished grade.
- B. "Dripline" shall be generally defined as the outermost extent of the tree's foliated canopy, which encompasses the tree leaves or fronds, trunk, branches, roots, and soil. In no case shall a dripline encompass an area under a tree canopy, which is less than ten feet (10'), in diameter. Since each tree is unique in size, scale, and form, the delineated dripline of each tree shall be refined at the discretion of the Engineer.
- C. "Injury" shall be defined, without limitation, as any bruising, scarring, tearing, gouging, or breaking of roots, branches, or trunk(s), soil compaction around the dripline, or contamination around the dripline which results in the decline to the health of the tree.

**1.3 REFERENCE STANDARDS**

- A. ANSI A300 Part 1 Pruning Standard, American national Standard Institute, Latest Edition.
- B. Standards for Tree Care Operations (Z133.1), American National Standards Institute, Latest Edition.
- C. Safety Standards for Tree Care Operations (Z133), American National Standards Institute, Latest Edition.
- D. Tree Pruning Guidelines, International Society of Arboriculture, 1995 Edition.
- E. Guide for Plant Appraisal, International Society of Arboriculture. Latest Edition.
- F. Pruning Standards for Shade Trees, National Arborists Association. Latest Edition.

**1.4 SUBMITTALS**

- A. Contractor shall provide site photographs, sufficiently detailed and described, of existing conditions of trees and vegetation, adjoining construction, and site improvements that

might be misconstrued as damage caused by site clearing, tree pruning, or tree protection. Submit photographs to the Engineer prior to commencement of Work.

- B. Submit complete detailed schedule, plan and description of Work to be done within drip line of any tree, if any, including list of equipment to be used.

1.5 QUALITY ASSURANCE

- A. Pre-installation Conference: Conduct conference at Project Site.
- B. Pruning and remedial work shall be done under the direct supervision of an Arborist certified by the International Society of Arborists (ISA); or Arborist who is a member of the American Society of Consulting Arborists, in compliance with ISA and ANSI Standards. Arborist shall be on Site continuously while existing trees or roots are being pruned or remedial work is being performed.

1.6 PROJECT SITE CONDITIONS

- A. Contractor shall become acquainted with existing site conditions, verifying quantities and locations of all protected trees and vegetation, and other information as may be necessary. Notify the Engineer of unsatisfactory conditions, in writing, prior to commencement of Work.
- B. Tree Flagging: Prior to commencement of Work, Contractor shall flag all existing trees and vegetation to remain and be protected throughout the duration of Work. Adequately flag tree trunks with bright-colored tape. Verify flagged trees and vegetation with the Engineer.
- C. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during tree-pruning or tree-protection operations.
  - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from the City and authorities having jurisdiction.
  - 2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
- D. Protect existing Work and Work of other trades: Damage to existing construction caused by Work of this Section shall be promptly repaired and/or replaced at the expense of the Contractor.
- E. Environmental Requirements:
  - 1. Perform actual pruning operations (if needed) during those seasons suitable for the specific tree type, in accordance with locally acceptable horticultural practices.
- F. Pre-Tree Pruning/Tree Protection Conference:

Contractor shall conduct a Pre-Tree Pruning/Tree Protection Conference at the Project Site with Certified Arborist (who will be on-site supervising the Work of the Project) and the Engineer.

  - 1. The Contractor shall be responsible for notifying all parties, in writing, at least seven (7) days in advance to schedule the Conference.
  - 2. The Contractor shall provide to all parties in attendance within seven (7) days a written legible inventory of Work to be accomplished, including species (botanical

and common name), location, size, specific pruning needs or tree protection needs as identified during the Conference, recommended pruning or tree protection methods to meet the identified needs, and any additional conditions noted.

1.7 SCHEDULE

- A. Install tree protection barricades before commencement of Work.
- B. Work shall be done according to approved schedule.

1.8 GUARANTEE

- A. Contractor shall guarantee that all plants covered by the Provisions of this Section shall be healthy and in a flourishing condition of active growth for one (1) year from the date of Substantial Completion.
- B. Requirements of the guarantee shall apply if failure of the Contractor to take specified precautions and Work within restrictions of this Section contributes to the destruction, decline, or injury to a tree to remain, in the judgment of the Project Arborist.
- C. If a tree to remain is destroyed or injured so that in the judgment of the Project Arborist it should be replaced, it shall be removed at the expense of the Contractor. Contractor shall pay compensation to the Owner of the property where the tree was located at the rate as specified herein this Section (see Compensation).

1.9 COMPENSATION

- A. Contractor shall replace any existing tree that died or sustained injury from the result of the Contractor's negligence to provide adequate required tree protection, pruning, or maintenance during the course of construction operations. Compensation shall be awarded to the Owner as follows:
  - 1. Contractor shall thoroughly remove damaged tree, including trunk, branches, and roots, at no cost to the Owner, and at the direction of the Engineer.
  - 2. Contractor shall furnish and install per requirements in Section 02900 "Landscape Planting", with a minimum six-inch (6") caliper tree allowing Engineer, with the advice of the Landscape Architect, to determine requirements of replacement trees. Compensation shall include the actual cost of the item boxed out of the ground; transportation or delivery of boxed item to the site; unloading, planting and staking; maintenance, including watering, fertilizing, pruning, pest control, and other care to bring replacement to same general condition of the original item.
  - 3. Contractor shall provide an additional cash settlement to the Owner, based on the following formula:
    - a. Tree caliper measurement of the damaged tree(s), where caliper is measured at the greatest trunk diameter 24" above the finished grade:

<u>Tree Trunk Caliper</u>	<u>Amount</u>
Less than 12"	\$5,000.00
12" to 18"	\$10,000.00
over 18", add for each caliper inch	\$1,000.00

- B. Contractor shall replace any vegetation (other than trees) that died or sustained injury from the result of the Contractor's negligence to provide adequate required vegetation

protection, pruning, or maintenance during the course of construction operations. Compensation shall be awarded to the Owner as follows:

1. Contractor shall thoroughly remove damaged vegetation at no cost to the Owner, and at the direction of the Engineer.
2. Contractor shall furnish and install per requirements in Section 32 90 00 "Landscape Planting", with five (5) gallon container stock minimum (as applicable) of the same form, species, and in the same quantity as vegetation that was damaged, at the direction of the Engineer.

## **PART 2 - PRODUCTS**

### **2.1 TREE PROTECTION MATERIALS**

#### **A. Barricade for Protection of Existing Trees Vegetation:**

1. Fabric: Utility (snow) type fencing, minimum four feet (4'-0") high, consisting of a vinyl meshed fabric in a bright orange color. Fabric shall be approved by the Engineer.
2. Posts: Metal or wood, sufficient in gauge (as appropriate) and size to support the fabric material in a taut and plumb condition. Posts shall be subject to approval by the Engineer.
3. Signs: Posted plastic laminated signs, attached to fabric fencing, with words "WARNING-KEEP OUT-TREE PROTECTION ZONE".

#### **B. Mulch: Where available, Contractor shall stockpile and reuse shredded wood chips produced from on-site tree removals and remedial work, if chips are grass and disease free and acceptable to the Engineer. Where on-site chips are not available, Contractor shall provide mulch as specified in Section 02900 "Landscape Planting".**

## **PART 3 - EXECUTION**

### **3.1 PREPARATION**

- A. Provide erosion-control measures as needed to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- B. Locate and clearly flag trees and vegetation to remain or to be relocated.
- C. Protect existing site improvements to remain from damage during construction.

### **3.2 TREE AND VEGETATION PROTECTION**

- A. Protect existing trees and other vegetation indicated to remain in place against the following:
  1. Storage or parking of automobiles or other vehicles.
  2. Stockpiling of building materials, refuse, or excavated materials.
  3. Use of trees as support posts, power posts, or sign posts, anchorage for ropes, guy wires, or power lines, or other similar functions.

4. Dumping of poisonous materials on or around plant roots, trunks, branches, or foliage. Such materials include, but are not limited to, paint, petroleum products, dirty water, or other deleterious materials.
  5. Cutting or breaking of roots caused by utility trenching, foundation digging, placement of curbs and trenches, and other miscellaneous excavation without prior written approval by the Engineer.
  6. Damage by skinning or bruising of bark on trunks or branches, caused by maneuvering vehicles or stacking material or equipment too close to the plant.
  7. Compaction of the soil within the drip line of the plants due to movement of trucks or grading machines, pedestrian or vehicular traffic, storage of equipment or materials.
  8. Excessive water or heat from equipment, utility line construction, or burning of trash under or near vegetation to remain.
  9. Damage to root system from flooding, erosion, and excessive wetting and drying resulting from watering and other operations.
- B. Prior to commencement of construction activities, the Contractor shall erect and maintain a temporary fenced barricade around the drip line of individual trees, around perimeter drip line of groups of trees, or around other vegetation to remain.
1. Prevent damage to roots during installation of barricade posts. Space posts approximately 4'-0" on center and securely attach fabric.
  2. Barricades shall be installed plumb, taut, and sturdy to prevent unauthorized access around drip line of trees and protected vegetation. Repair sagging or damaged barricades immediately.
  3. Immediately after barricade fencing is installed, cover entire soil area inside of the fence area with a four-inch (4") layer of mulch. Keep mulch 18" away from root crown. Irrigate protected trees and vegetation to a moist soil depth of 18" deep.
  4. During the course of construction, relocation of the barricade may be required to facilitate construction. Contractor shall relocate barricade as directed by the Engineer at no additional expense to the Owner.
  5. Remove barricade when construction operations are complete or when directed by the Engineer.
- C. Irrigation: Contractor shall supply fresh potable water in adequate amounts and rates of application as required to maintain the health of all protected trees and vegetation throughout the duration of the construction operations. Contractor shall maintain a watering schedule and document dates and duration of irrigation applications.
1. Construct a temporary watering basin, as required, on the surface of the existing undisturbed grade, with imported soil, to aid in the retention of water around existing protected trees and planting.
- D. Do not excavate within drip line of trees, unless approved, in writing, by the Engineer.
- E. Where excavation for new construction is required within drip line of trees, hand clear and excavate to minimize damage to root systems. Use narrow-tine spading forks, comb soil to expose roots, and cleanly cut roots as close to excavation as possible.
1. Cover exposed roots with burlap and water regularly.

2. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.
  3. Where roots must be cut, cut roots cleanly with pruning tools appropriate for root sizes.
  4. Coat cut faces of roots more than 1-1/2 inches in diameter with emulsified asphalt or other approved coating formulated for use on damaged plant tissues.
  5. Cover exposed roots with wet burlap to prevent roots from drying out. Backfill with soil as soon as possible.
- F. Protect root systems of existing trees and vegetation from damage due to chemically injurious materials in solution caused by run-off or spillage during mixing or placement of construction materials, and drainage of stored materials.
- G. Protect root systems from flooding, erosion, excessive wetting or drying resulting from de-watering or other operations.
- H. Repair or replace trees and vegetation indicated to remain that are damaged by construction operations, in a manner approved by the Engineer.
1. Employ a qualified arborist, licensed in jurisdiction where Project is located, to submit details of proposed repairs and to repair damage to trees and shrubs.
  2. Replace trees that cannot be repaired and restored to full-growth status, as determined by the qualified Arborist.

### 3.3 PRUNING AND REMEDIAL WORK

- A. Pruning and remedial work shall be done under continuous supervision of the approved Arborist, according to approved submittals, and per ANSI A-300 Pruning Standards.
- B. Provide pruning, cabling and bracing, irrigation, pest and disease control and other remedial treatments as recommended by the approved Arborist, required to assure the long-term health of the trees and existing vegetation, and the safety of persons and property.

### 3.4 MAINTENANCE

- A. Keep areas within tree protection barricades free from weeds, trash, and debris. Do not use herbicides.
- B. Maintain mulch layer and protective devices throughout entire period of construction.

END OF SECTION

**SECTION 033001  
CAST-IN-PLACE CONCRETE**

**PART 1 - GENERAL**

**1.01 SUMMARY**

- A. Work Included: embedment of pre-cast concrete bases for sports lights.
- B. Pricing and Payment: Refer to Section 12000.

**1.02 REFERENCES**

- A. ACI 301 - "Specifications for structural concrete for buildings"
- B. ACI 304 - "Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete"
- C. ASTM C33 - "Specification for concrete aggregates"
- D. ASTM C94 - "Specification for ready mixed concrete"
- E. ASTM C143 - "Test method for slump of Portland Cement concrete"
- F. ASTM C150 - "Specification for Portland Cement"
- G. CBC, latest edition

**1.03 QUALITY ASSURANCE:** Perform all work in accordance with ACI 301.

**1.04 COORDINATION**

- A. Ensure embedded items are in-place ready for concrete placement.
- B. Cutting and patching necessary to embed items preparatory to concrete placement shall be at no additional cost to Owner.

**1.05 SAFETY MEASURES:**

- A. Contractor shall always be solely and completely responsible for temporary shoring, additional reinforcing, bracing, formwork, and related conditions of job site including safety of person's and property, and for all necessary independent engineering reviews of these conditions.

**PART 2 - PRODUCTS**

**2.01 CONCRETE MATERIALS**

- A. Portland Cement: Type II conforming to ASTM C150
- B. Aggregate type: ASTM C33 C.
  - 1. Coarse: Cleaness value not less than 75 when tested in accordance with California Test 227.
  - 2. Fines: Sand equivalent not less than 75 when tested in accordance with California Test 217.
- C. Water: Clean, free from oil, acids, alkali, salts or other deleterious matter.
- D. Admixtures: Use no admixtures unless approved in writing by Owner; no calcium chloride permitted.

**2.02 MIXES**

- A. Strength: Minimum 3,000 PSI after 28 days, tested in accordance with ASTM C39.
- B. Slump: 5" maximum when tested in accordance with ASTM C143.
- C. Maximum water/cement ratio shall not exceed 0.5 unless approved by Owner.

**PART 3 - EXECUTION**

**3.01 GROUNDWATER**

- A. Groundwater shall be anticipated during construction. Due to presence of layers of sandy material and possible groundwater within anticipated pier depths, raveling or caving shall be expected which shall require temporary casing during construction.
- B. Work required for casing and dewatering, shall be provided, at no additional cost to the Owner, by the Contractor.

**3.02 ROCK:** Refer to geotechnical report for any information regarding rock that should be anticipated during the drilling of the foundations.

**3.03 PIER EXCAVATIONS**

- A. Geotechnical Engineers shall observe all pier excavations prior to placement of pre-cast bases and grouting so that if soil conditions differ from those anticipated, appropriate recommendations can be made.
- B. Pier excavations shall not be allowed to stand open overnight, and pier foundations shall be poured as soon as possible after inspection. Appropriate measures shall be taken to pump out any water that may flow into excavations. Use tremie tube for placing concrete in piers. Bottoms shall be properly cleaned of debris.

**3.04 PREPARATION**

- A. Protect finished surfaces, and grass field, adjacent to concrete-receiving places.
- B. Clean transporting and handling equipment at frequent intervals and flush thoroughly with water before each day's run. Do not discharge any wash water into concrete form.
- C. Place and support pre-cast concrete bases in excavations in accordance with manufacturer's instructions.
- D. Vibrate concrete to full depth of excavations.
- E. Notify the Owner's Representative at least 24 hours before placing concrete.

**3.05 CONCRETE MIXING**

- A. Ready-mixed concrete shall be mixed for a period of not less than ten minutes and at least three minutes of the mixing period shall be immediately prior to discharging of the job.
- B. Introduction of additional water after initial mixing will not be permitted.

**3.06 CONVEYING AND PLACING**

- A. Place concrete in accordance with ACI 301. Contractor shall keep a record on the site of the time and the date of placing concrete in each excavation; this record shall be open to the inspection of Owner.
- B. Concrete Placement: Once started, shall it be carried on as a continuous operation until the section of approved sized and shape is completed.
- C. Concrete shall be handled as rapidly as practicable from the mixer to the place of final deposit by methods that prevent the separation or loss of ingredients. Concrete that has partially hardened shall not be deposited in the work.

**3.07 FINISHING:**

- A. After the concrete has been placed, struck off and leveled, do not work the concrete further until ready to float. Begin floating when the water sheen disappears and/or when the mix stiffens sufficiently to permit the proper operation of hand or power driven floating. Float -finish the surfaces.

**3.08 PROTECTION AND CURING**

- A. Concrete shall be protected from injurious action of the elements and defacement of any nature during construction operations.
- B. Place plywood collars or factory-made tubes around holes to prevent falling dirt from filling hole. Strip collars or tubes after curing period.
- C. All forms shall be kept sufficiently wet to prevent drying out of the concrete.

**3.09 CLEANING:**

- A. Clean exposed portions of pre-cast concrete bases, concrete surfaces, and planted area soiled stained by the leakage or spatter of concrete.

**END OF SECTION 033001**

**SECTION 260000  
GENERAL ELECTRICAL REQUIREMENTS**

**PART 1 - GENERAL**

**1.01 SUMMARY**

- A. General: Furnish and provide all labor, materials, apparatus, tools, equipment, transportation, temporary construction and special or occasional services as required to make a complete working electrical installation, as shown on the drawings or described in these specifications.
- B. Work Included:
  - 1. Sports Lighting fixtures, lamps, poles, precast bases and controls
  - 2. Site Lighting fixtures, lamps, poles and CIC bases
  - 3. Grounding and bonding
  - 4. Trenching, backfill, underground concrete pull boxes
  - 5. Panels and overcurrent devices.
  - 6. Branch circuit wiring to panels and controls
  - 7. Service meter switchboard and panels
  - 8. Conduits and wiring
  - 9. Electrical wiring devices, switches, receptacles, junction and pull boxes
  - 10. Testing
  - 11. Demolition and removals
- C. Price and Payment Procedures: Refer to Section 12000.

**1.02 RELATED WORK**

- A. Perform the following work, in accordance with appropriate sections of the specifications cited, where and as necessary to furnish a complete, working electrical installation.
  - 1. Section 03 30 01 - Cast-in-Place Concrete – Light Pole Footings
  - 2. Section 32 05 05 – Demolition and Removals
- B. Work Not Included: None

**1.03 QUALITY ASSURANCE**

- A. The following publications or editions of the documents current at the time a project is on-going shall apply:
  - 1. CEC California Electric Code with latest Amendments
  - 2. CBC California Building Code with latest Amendments
  - 3. California Administrative Code Title 24
  - 4. G.O. 128 rules for underground construction, State of California
  - 5. California Fire Code
  - 6. Caltrans Standard Specifications for Public Works
  - 7. All other applicable state and local codes
- B. Equipment and materials specified under this division shall conform to the following standards where applicable.
  - 1. UL - Underwriters' Laboratories
  - 2. ASTM - American Society for Testing Materials
  - 3. CBM - Certified Ballast Manufacturers
  - 4. ANSI - American National Standard Institute
  - 5. National Electrical Manufacturers Association

**1.04 DRAWINGS**

- A. Layout: General layout shown on the drawings shall be followed except where other work may conflict with the Drawings.

- B. Accuracy:
1. Drawings for the work under this section are diagrammatic.
  2. Contractor shall verify lines, levels and dimensions shown on the drawings and shall be responsible for the accuracy of the setting out of work and for its strict conformance with existing conditions at the site.

**1.05 SUBMITTALS**

- A. Format: Furnish submittal data neatly bound in an 8-1/2 inches x 11 inches folder or binder with a table of contents listing in order of specification section and paragraph number.
- B. Submittals shall consist of detailed shop drawings, specifications, catalog "cuts" and data sheets containing physical and dimensioned information, performance data, electrical characteristics, materials used in fabrication, material finish and those optional accessories which are included and those which are excluded. In addition, include seismic data regarding installation and seismic withstand certification if applicable.
- C. Each submittal shall be thoroughly reviewed by Contractor. The cover letter accompanying submittal letter shall list in full the items and data submitted and shall contain a statement acknowledging that the Contractor has performed a detailed review of the submittal documents prior to submission. Failure to comply with this requirement shall constitute grounds for return of data for resubmission without review.

**1.06 PRODUCT DELIVERY, STORAGE AND HANDLING**

- A. Equipment and materials shall be properly stored and adequately protected and carefully handled to prevent damage before and during installation. Equipment and materials shall be handled, stored, and protected in accordance with the manufacturer's recommendations and as approved by Owner's Representative. Electrical conduit shall be stored to provide protection from the weather and accidental damage. Plastic conduit shall be stored on even supports and in locations not subject to direct sunrays or excessive heat. Cables shall be sealed, stored and handled carefully to avoid damage to the outer covering or insulation and damage from moisture and weather. Damaged or defective items, in the opinion of the Owner's Representative, shall be replaced with new items at no additional cost to Owner.

- 1.07 PERMITS AND FEES:** Provide, procure and pay for all permits, licenses and fees required to carry on and complete the work.

**PART 2 – PRODUCTS (Not applicable)**

**PART 3 - EXECUTION**

**3.01 DRAWINGS AND COORDINATION**

- A. Examine drawings and site; be familiar with types of construction where electrical installation is involved. Clarifications by the Owner's Representative for minor adjustments shall be made without additional cost to the Owner.
- B. Work shall be coordinated with all trades to avoid conflicts.
- C. Layouts of equipment, accessories and wiring systems are diagrammatic (not pictorial), but shall be followed as closely as possible. Drawings and specifications are for assistance and guidance, and exact locations, distances, levels, etc., will be governed by site.
- D. All equipment (devices, conduits, boxes, etc.) shall be flush or semi-flush mounted unless otherwise noted. Where conditions do not allow flush mounting and where acceptable to the Owner's Representative, equipment may be surface mounted.

- 3.02 PROTECTION:** In performance of work, protect work from damage. Protect electrical equipment, stored and installed, from dust, water or other damage.

**3.03 EQUIPMENT IDENTIFICATION**

- A. Panelboards, remote control switches, terminal boxes, etc., shall be properly identified with a descriptive nameplate. Nameplate shall be made of 3/32-inch laminated plastic with black background and white letters. Size of letters shall be 1/4inch high for equipment in device box or boxes 12" or smaller, and 1/2-inch high for panelboard, terminal can, or larger items. Letters shall be machine engraved. Punched strip type nameplates and cardholders in any form are not acceptable. Nameplates shall be attached with oval head machine screws tapped into front panel. Coordinate labeling and identification requirements with Owner's Representative.

### **3.04 RUST INHIBITOR**

- A. Channels, joiners, hangers, straps, clamps, brackets, caps, nuts and bolts and associated parts shall be protected in one of the following ways:
  - 1. Plated electrolytically with zinc followed immediately thereafter by treating freshly deposited zinc surfaces with chromic acid to obtain a surface which will not form a white deposit on surface for an average of one hundred twenty (120) hours when subjected to a standard salt spray cabinet test, or
  - 2. Hot dipped galvanized.

### **3.05 TESTS**

- A. Tests shall be conducted during the construction period and at completion to determine conformity with applicable codes and with these specifications. Tests shall be performed in the presence of the NPS and shall include, but are not limited to, the following:
  - 1. Insulation Resistance: Perform 500-volts DC for one minute on all feeder and sports light circuit conductors, including the neutral, and make a typed record of all readings to be included in the maintenance instructions. Repair or replace circuits showing less than 4 megohms resistance to ground. Make tests using Biddle Insulation Resistance Megger, or equal.
  - 2. Circuits Continuity: Test all feeder and branch for continuity. Test all neutrals for improper grounds and correct improper grounds if discovered.
  - 3. Test Equipment Circuits: Test equipment circuits for correct operation through their control devices, including electric heaters and thermostats.
  - 4. Lighting Control Circuits: Perform operation tests for all lighting circuits through their control devices.
  - 5. Circuit Numbering Verification: All circuits shall be verified. During acceptance testing, select on a random basis various circuit breaker in the panelboards and cycle them on and off to verify compliance of the typed panel directories with actual field wiring.
  - 6. Product Failure: Any products which fail during the tests or are ruled unsatisfactory by City's Representative shall be replaced, repaired, or corrected as prescribed by Owner at the expense of the Contractor. Tests shall be performed after repairs, replacements or corrections until satisfactory performance is demonstrated.

### **3.06 INSTRUCTIONS AND MANUALS**

- A. Refer to Section 01 73 00, Shop Drawings, Product Data, and Samples.
- B. At the time of completion, a minimum of four hours or as agreed upon with the Owner's Representative shall be allotted by the Contractor for instruction of building operating and maintenance personnel in the use of all systems. All personnel shall be instructed at one time, the contractor making all necessary arrangements with manufacturer's representatives. The equipment manufacturer shall provide product literature and application guides for the users' reference.
- C. Costs for the above-mentioned services shall be paid for by the Contractor.

### **3.07 PROJECT RECORD DOCUMENTS (AS-BUILTS)**

- A. Provide project record drawings and specifications as required by other sections of these specifications and as required herein. Such drawings shall fully represent installed conditions including actual location of outlets, true panel board connections following phase balancing routines, correct conduit and wire sizing as well as routing, revised fixture scheduling listing the

manufacturer and products installed and revised panel schedules. The project record drawings shall be done in AutoCAD format and final plotted. The computer files for the original base drawings will be provided by Owner for Contractor to develop their as-built documents.

- B. All changes to drawings shall be made by qualified draftspersons to match existing work and lettering as closely as possible in AutoCAD.

**3.08 WORKMANSHIP**

- A. Preparation, handling and installation shall be in accordance with manufacturer's written instructions and technical data for product specified and/or approved except as otherwise specified.
- B. Conform to the National Electrical Contractors Association - Standard of Installation for General Installation Practice.

**3.09 PROTECTION:** Keep conduits, junction boxes, outlet boxes, and other openings closed to prevent entry of foreign matter. Cover fixtures, equipment and apparatus and protect against contamination by dirt, paint, water, or chemicals, and from mechanical damage, before and during construction period. Restore to original condition any fixture, apparatus, or equipment damaged prior to final acceptance, including restoration of damaged shop coats of paints, before final acceptance. Protect bright finished surfaces and similar items until in service. No rust or damage will be permitted

**3.12 SPECIAL TOOLS:** All special tools for proper operation and maintenance of the equipment provided under this section shall be delivered to the Owner.

**3.13 SEISMIC BRACING:** All electrical components shall be braced and supported to conform to California Administrative Code, Title 24, and to the California Building Code.

**3.14 FIELD TESTS**

- A. General: Perform field tests in the presence of Owner's Representative except as otherwise specified. Provide required labor, materials, equipment and connections to perform tests. Document results and submit them to Owner's Representative. Repair or replace all defective work.
- B. Perform Insulation Resistance (IR) "Megger" Testing per NETA Standards.
- C. Each ground rod shall be tested. A ground rod which does not have a resistance to ground of 25 ohms or less shall be augmented by one additional ground rod at no less than 8 feet from each other.
- D. Test all wiring and connections for continuity and grounds; where such test indicate faulty insulation or other defects, locate, repair and retest. Obtain confirmation by Owner's Representative at test time for validation.

**3.15 CARE AND CLEANING**

- A. All broken, damaged or otherwise defective parts shall be repaired or replaced without additional cost to Owner. Work shall be left in a condition satisfactory to Owner's Representative.
- B. At completion, carefully clean and adjust all equipment, fixtures and trim installed as part of this work. Systems and equipment shall be left in a satisfactory operating condition.
  - 1. Brush and clean work prior to concealing, painting and acceptance. Work to be performed in stages if directed by Owner's Representative.
  - 2. Clean and repair soiled or damaged painted exposed work and match adjoining work before final acceptance.
- C. All surplus materials and debris resulting from this work shall be cleaned out and removed from site.

**3.16 WARRANTY WORK**

- A. In accordance with the General Conditions if, at any time during a period of one year from the date of final acceptance of the Project, there is any settlement of the trenches requiring repairs to

be made, the Contractor shall be required to make such repairs immediately, at no additional cost to Owner.

**END OF SECTION 260000**

**SECTION 261000  
BASIC MATERIALS AND METHODS**

**PART 1 - GENERAL**

**1.01 SUMMARY**

- A. Products, assemblies and basic installation methods required as specified under this Division shall include, but is not limited to:
  - 1. Conduit, raceways, and fittings
  - 2. Wire and cables
  - 3. Wire connections and devices
  - 4. Outlet boxes
  - 5. Pull and junction boxes
  - 6. Switches and receptacles
  - 7. Device plates
  - 8. Overcurrent protective devices
  - 9. Ground rods and fittings
  - 10. Pull line and tapes
- B. Related Sections: Section 260000 - General Electrical Requirements.

**1.02 SUBMITTALS**

- A. Section 260000 - General Electrical Requirements: Submittals.
  - 1. Switches, receptacles and device plates.
  - 2. Conductors and cables
  - 3. Overcurrent protective devices
  - 4. Raceways
  - 5. Cable fittings, jacks and devices
  - 6. Pull and junction boxes
  - 7. Ground rods and fittings
  - 8. Conduit supporting systems
  - 9. Pull line and tapes

**PART 2 - PRODUCTS**

**2.01 CONDUITS AND FITTINGS**

- A. Rigid Steel Conduit
  - 1. Conduit, rigid steel: full weight, threaded, hot-dip galvanized, inside enameled, conforming to ANSI C80.1
  - 2. Three-piece couplings: electroplated, cast malleable iron: EFCOR 165 series or O.Z./Gedney 4-50 series.
  - 3. Thread less couplings: not allowed
  - 4. Thread less connectors: not allowed
  - 5. Insulated bushings: threaded polypropylene or thermosetting phenolic rated 150 degrees C minimum.
  - 6. Insulated grounding bushings: threaded cast malleable iron body with insulated throat and steel, "lay-in" ground lug with compression screw: O.Z./Gedney BLG series, or Thomas & Betts 3870 series.
  - 7. Insulated metallic bushings: threaded cast malleable iron body with plastic insulated throat rated 105 degrees C: O.Z./Gedney Type B, or Thomas & Betts 1222 series.
- B. Electrical Metallic Tubing (EMT)
  - 1. Conduit: Shall be formed of cold rolled strip steel, electrical resistance welded continuously along the longitudinal seam and hot-dip galvanized after fabrication. Conduit shall conform to ANSI C80.3 specifications and shall meet U.L. requirements.
  - 2. Couplings: Electroplated, cast malleable iron, gland compression type, U.L. listed rain and concrete tight through 1-1/4-inch trade size: O.Z./Gedney 6050W series: EFCOR

- 760 series, or equal. Set-screw type couplings not allowed.
  3. Zinc die-cast fittings shall not be used.
  4. Connectors: Gland compression type with cast malleable iron body with male hub and insulated plastic throat 150 degrees C temperature rated: O.Z./Gedney 4050 series.
- C. Flexible Metallic Conduit
1. Conduit: Shall be fabricated in continuous lengths from galvanized steel strip, spirally wound and formed to provide an interlocking design.
  2. Fittings: Connectors shall be made of the screw clamp with cast malleable iron bodies and threaded male hubs with insulated throats.
- D. Liquid Tight Flexible Metallic Conduit
1. Conduit: Anaconda Type U.A., or Coleman Type Uxt1.
  2. Fittings: Connector body and gland nut shall be of cadmium plated cast malleable iron, with insulated throat: T & B 5331 series, O.Z./Gedney 4Q-38-1T series.
- E. Rigid Non-Metallic Conduit
1. Conduit: Schedule 40 and 80, HDPE or PVC.
  2. All fittings solvent welded.
  3. As manufactured by Carlon, PW Pipe or equal.
- F. Minimum acceptable conduit sizes:
1. ¾-inch for 30amp or less outlet.
  2. 2-inch minimum for all other outlets and underground applications

## **2.02 WIRE AND CABLE**

- A. General
1. Conductor material: All wire and cable shall be insulated, stranded, copper conductors, for all wire sizes.
  2. Insulation: Insulation shall be THWN-THHN for wire sizes through size 1/0 AWG. For larger wire sizes, insulation shall may be THW or as required to suit application.
  3. Fixture wire: Type AF.
  4. Minimum conductor size:

Building power and lighting branch circuits:	#12 AWG
Signal and control circuits under 100 volts:	#14 AWG
Low voltage lighting controls:	#18 AWG
  5. Manufacturers: General Electric Co., Rome Cable, Southwire, Triangle, PWC Inc.

## **2.03 OUTLET BOXES AND COVERS**

- A. Standard Outlet Boxes: Galvanized, one-piece, drawn steel, knock-out type of size and configuration best suited to the application indicated on the plans. Minimum box size: 4inch square by 1-1/2inch deep, by RACO, Bowers, Appleton, or equal.
- B. Switch Boxes: Use standard 4" SQ, and 4 11/16" SQ boxes for all recessed switch boxes locations. Install multiple switches in standard gang boxes with raised device covers suitable for the application indicated.
- C. Surface Boxes: Exterior, waterproof, type FS and FD, cast copper free aluminum, as manufactured by RACO, Red-dot, Appleton, or equal.

## **2.04 SWITCHES AND RECEPTACLES**

- A. General: All general-purpose devices to be rated 20 amperes, conforming to NEMA WD-1 and 6, and applicable U.L. tests. Devices shall be as a minimum specification-grade. All devices shall be backed by the manufacturer with a 10-year written limited warranty. Devices shall be of ivory color. As manufactured by Leviton, Hubbell, P&S, Cooper or equal.

- B. Receptacles:
1. Ground fault circuit interrupter receptacle: NEMA 5-15R and 20R Class A, conforming to UL 2003, Leviton #6598 (15amp) and #6898 (20amp).
  2. Duplex receptacles: NEMA type 5-15R and 20R, commercial grade, side/back wired, Leviton #16252 and #16352, or P&S or Hubbell equals.
  3. Power Receptacles:
    - a. 30amp, 125V 2P3WG: Leviton #5371
    - b. 30amp, 250V 2P3WG: Leviton #5372
- C. Toggle Switches: Fifteen and twenty ampere, 120 volts, fast make-slow break, quiet type switch with silver cadmium alloy contacts, binding head terminal screws, side wired.

## **2.05 DEVICE PLATES**

- A. Flush Device Plates: Plates shall be commercial grade of brushed stainless steel, Leviton #8000 series configured to suit devices, Hubbell, Cooper, P&S, or equal.
- B. Surface Mounted Devices, unfinished indoor areas: Galvanized metal to fit box.
- C. Outdoor, Weatherproof: Die cast aluminum construction, corrosion resistant, heavy duty, hinged cover flap, and gasket, vertical mounting, by Leviton 4000 or 6000 series, P&S or Hubbell, or equal.

## **2.06 DISCONNECT SWITCHES**

- A. Switch Interior: Dead-front construction with hinged arc suppresser and switch-blades that are fully visible in the "OFF" position and with door open.
- B. Switch Mechanism: Quick-make and quick-break operating handle and mechanism with dual cover interlock to prevent unauthorized opening of the switch door in the "ON" position or closing the switch mechanism while the door is open.
- C. Ratings: Switches shall be Heavy-Duty horsepower rated for the operating voltage and with fused or non-fused arrangements as shown on the drawings.
- D. Enclosures: NEMA 1, code gauge sheet steel with hinged cover, or NEMA 3R as shown on Drawings, and as required by application.

## **2.07 PROTECTIVE DEVICES**

- A. Circuit Breakers: Molded case, bolt-on, thermal magnetic type, 40 degrees C. ambient temperature compensated, fixed mounting, with quick-make, quick-break switching mechanism mechanically trip-free from the operating handle.
- B. Ratings: Refer to drawings and panel schedules for trip frame and poles required. Minimum short circuit rating for 120/240-volt breakers shall be 22,000 A, if not indicated otherwise on Drawings.

## **2.08 ELECTRICAL SUPPORTING DEVICES**

- A. Concrete Fasteners: Powder-driven concrete pin fasteners, low velocity type: Remington, or Ramset.
- B. Conduit Straps: Hot-dip galvanized, cast malleable iron, one-hole type strap with cast clamp-backs and spacers as required: O.Z./Gedney #14-50G straps and #141G spacers; EFCOR #231 straps and #131 spacers.
- C. Construction Channel: 1-1/2 inch by 1-1/2inch 12-gauge galvanized steel channel with 17/32inch diameter bolt holes, 1.5 inch on center, in the base of the channel: Kindorf 905 series, Unistrut P-1000-HS, or equal.
- D. Fasteners (General): Use wood screws for fastening to wood; machine screws for fastening to steel; toggle bolts for fastening to hollow concrete block, gypsum board or plaster walls. Expansion anchors for attachments to pre-poured concrete.

## **2.09 PLYWOOD BACKBOARDS**

- A. Where indicated for telephone or communication system terminals, or for motor control or other equipment assemblies, provide backboards of size indicated.
  - 1. Use Douglas fir plywood, exterior grade with "B" face, primed and finished painted gray.
  - 2. Unless otherwise indicated, provide 3/4inch thick plywood.

## **2.10 IDENTIFYING DEVICES**

- A. Panelboard Directories: Shall be typewritten, arranged in numerical order and shall show the number of the circuit is located.
- B. Wire & Terminal Markers: Self-adhering, pre-printed vinyl with self-laminating wrap around strip: Brady B191 series; or Thomas & Betts #WSI series.

## **2.11 GROUNDING**

- A. Enclosures of equipment, raceways, and fixtures shall be permanently and effectively grounded. Provide code-sized, (unless otherwise indicated) copper, insulated green equipment ground with all non-metallic rigid, and flexible metallic and non-metallic, conduit runs. Equipment ground shall originate at panelboard ground bus and shall be bonded to all receptacle boxes and electrical equipment enclosures.
- B. Building services shall be grounded using concrete encased grounding electrodes, installed in per NEC Article 250, with connection to main cold-water pipe and main valve jumper.

## **2.12 PULL BOXES**

- A. General
  - 1. Boxes shall be sized as indicated on the Drawings.
  - 2. Design loads shall consist of live, dead, impact, hydrostatic, and other loads. Live loads shall be for H-20 and/or H-20-S16-44, or as required, per AASHTO standard specifications for highway, bridges with revisions. Design loads shall be 16 kips.
  - 3. Concrete shall be per ASTM-C-33-64.
  - 4. Lightweight concrete shall conform to ASTM-C-33-64T.
  - 5. Cement shall be Portland cement, meeting ASTM-C-150 Type II standards. Compressive strength shall be minimum 4,000 PSI at 28 days.
- B. Site boxes for use as pull boxes shall be reinforced concrete, or composite material, with reinforced concrete lids with hold-down penta-head bolts. Boxes shall be complete with base section, riser, and lids. As manufactured by Old Castle, Carson, Quazite, or equal
- C. Boxes located in flush in pavement; and in landscaped areas shall be set 2 inches above final grade, and as indicated on Drawings.
- C. Boxes located in driveways shall be full-traffic rated, with steel lids with hold down bolts.
- D. Set boxes on 6inch base of crushed drain rock, and as indicated on Drawings. Covers shall be marked indicating type of service.
- E. Provide driven ground rods in pull boxes as indicated on Drawings.

**2.13 DUCT SEAL:** Non-hardening, non-oxidizing and non-corrosive sealing compound as manufactured by Duct-seal, Permagem, or equal.

**2.14 DETECTIBLE MARKER TAPE:** Detectable, direct burial, 3 inches wide, red color as manufactured by Mule, 3M, or equal.

## **2.15 GROUND RODS**

- A. Copper clad steel ground rods, minimum size 3/4inch diameter by 10 feet long, with approved ground rod clamps, as manufactured by ERICO, Eritech, Blackburn, or equal.
- B. Ground rod clamps, phosphor bronze, UL listed for direct burial.

- 2.16 PULL LINE:** Furnish and install pull line in all unused (empty) raceways. For conduits up to 1.5-inch use 1/8-inch diameter braided line of polypropylene with 200 lbs tensile strength: IDEAL, Jet-line #232, NEPTCO "Muletape", or equal. For conduits 2 inches and larger use 3/16-inch polypropylene pull rope of 800 lbs tensile strength: IDEAL Pro-Pull, or equal. Pull line shall not rot or mildew.

### **PART 3 - EXECUTION**

#### **3.01 CONDUIT AND RACEWAY APPLICATIONS**

- A. Rigid Steel Conduit: For all conduits exposed to mechanical damage, installed in concrete walls and floor slabs.
- B. Electrical Metallic Tubing (EMT): Interior power and lighting branch circuits where run concealed above suspended ceiling, in stud walls, furred spaces, CMU walls, and where not exposed to mechanical damage, or above 6' from floor.
- C. Flexible Metallic Conduit: In dry locations for connection from adjacent outlet boxes to transformers, vibrating equipment, and to lighting fixtures installed in suspended ceilings.
- D. Liquid-Tight Flexible Metallic Conduit: In damp and wet locations for connection to all pump motors, solenoid valves, HVAC equipment and similar devices shall be made using liquidtight flexible metallic conduit. Provide separate ground wire independent of conduit, run inside conduit and bonded at both ends to enclosures.
- E. Rigid Non-Metallic Conduits: Schedule 40 PVC or HDPE may be used underground only with 3" sand under and 6" sand over when serving lighting circuits and power secondary circuits. PVC conduit shall not be used for exposed work, and nor used for conduit stub-ups from concrete floors.

#### **3.02 CONDUIT INSTALLATION**

- A. General
  - 1. Conduit systems shall be concealed in walls, ceiling and floor, unless exposed work is clearly called for on Drawings.
  - 2. Conduits shall be tightly covered and well protected during construction using metallic bushings and bushing "pennies" to seal open ends.
  - 3. In all empty conduits or ducts, install a 200-pound tensile strength polyethylene pulling rope.
  - 4. Conduit systems shall be electrically continuous throughout. Install code size, insulated, copper, green grounding conductor in all conduit runs indicated, or required by code, or as indicated on Drawings.
- B. Layout
  - 1. Locations of conduit runs shall be planned and coordinated with the construction in the same areas and shall not unnecessarily cross other conduits or pipe, nor prevent removal of ceiling or tiles or panels, nor block access to mechanical or electrical equipment.
  - 2. Where practical, install conduits in parallel groups, vertical or horizontal runs and at elevations that avoid unnecessary offsets.
  - 3. Exposed conduits shall be run parallel or at right angles to the centerlines of columns and beams.
  - 4. Conduits shall not be placed closer than 12 inches from a parallel hot water, or 3 inches from such lines crossing perpendicular to the runs.
- C. Supports
  - 1. All raceway systems shall be secured to the building structures using specified fasteners, clamps and hangers spaced according to code requirements.
  - 2. Support single runs of conduit using one-hole pipe straps. Where run horizontally on

- walls in damp or wet location, install "clamp backs" to space conduit off the surface.
3. Multiple conduit runs shall be supported using "trapeze" hangers fabricated from specified construction channel, mounted to 3/8-inch diameter threaded steel rods secured to building structures. Fasten conduit to construction channel with standard one-hole pipe clamps or the equivalent.

D. Termination and Joints

1. Raceways shall be joined using specified coupling or transition couplings where dissimilar raceway systems are joined.
2. Conduits shall be securely fastened to cabinets, boxes and gutters using two locknuts and an insulating bushing or specified insulated connectors. Install grounding bushings or bonding jumpers on all conduits terminating at concentric knockouts.
3. Conduit terminations exposed at weatherproof enclosures and cast outlet boxes shall be made watertight using specified connectors and hubs.

**3.03 CABLE AND WIRE INSTALLATION**

A. General

1. Conductors shall not be installed in conduit until all work of any nature that may cause its injury is completed. Care shall be taken in pulling conductors that insulation is not damaged. U.L. approved non-petroleum base and insulating type pulling compound shall be used as needed.
2. All cables shall be installed and tested in accordance with manufacturer's requirements and warranty.

B. Splicing and Terminating

1. All aspects of splicing and terminating shall be in accordance with cable manufacturer's published procedures.
2. Make up all splices in outlet boxes with connectors as specified herein with separate tails of correct color to be made up to splice. Provide at least six (6) inches of tails packed in box after splice is made up.
3. All wire and cable in panels, terminal cabinets and equipment enclosures shall be bundled and clamped.
4. All aluminum bus bar bolts shall be tightened with a torque wrench in accordance with NEMA published values.

**3.04 INSTALLATION OF BOXES AND WIRING SERVICES**

A. General

1. All outlets shall finish FLUSH with building walls and ceiling, except where exposed work is called for. There shall be no gap between box and wall or ceiling material. Any opening between box and wall or ceiling shall be caulked airtight.
2. Boxes installed in concrete masonry units, CMU, shall have concrete carefully sawn for box rings. Rings shall be of suitable depth to suit CMU thickness.
3. Install raised device covers on all outlet boxes as required to finish flush with surface. Covers shall be of a depth to suit the wall or ceiling finish.
4. Leave no unused openings in any box. Install close-up plugs as required to seal openings.
5. Exposed outlet boxes and boxes in damp and wet locations shall be cast metal with gasketed cast metal cover plates.

B. Box Layout: Outlet boxes shall be installed at the locations and elevations shown on the drawings or specified herein. Adjust locations as required by structural conditions and to suit coordination requirements of other trades.

C. Mounting Heights: Mounting heights from finished floor to center line of device box shall be as follows, and in accordance with handicapped accessibility requirements of ADA and State Code.

	<u>Device</u>	<u>Height (Inches)</u>
1.	Convenience receptacles	18 to bottom
2.	Switches, light	42 to top

**3.05 GROUNDING**

- A. Ground fittings shall be approved manufactured types, installed and connected to conform to CEC requirements.
- B. Neutral conductors and non-current carrying parts of equipment at each installation shall be ground in accordance with applicable code. Ground conductor shall be copper having a current capacity sized in accordance with CEC.
- C. All equipment cases, etc., shall be completely grounded to satisfy requirements of NEC. Install copper bond wire, sized in accordance with NEC, in flexible conduits and bond to all metallic parts using approved fittings.
- D. Total ground resistance shall not exceed 25-ohms.
- E. All connections shall be made with solderless connectors or molded fusion-welding process.
- F. Equipment grounding conductors shall be insulated with a continuous green outer finish along its entire length. Conductors, #4 AWG and larger, may be identified (using green electrical tape applied half-lapped) at each end and at every point where the conductor is accessible. Tape shall be applied from its point of entry to point of exit or termination.

**END OF SECTION 261000**

**SECTION 262000  
ELECTRICAL EQUIPMENT**

**PART 1 - GENERAL**

**1.01 SUMMARY**

- A. Work under this section includes products, assemblies and basic installation methods required for electrical project systems specified herein but shall not be limited to the following:
  - 1. Panelboards
  - 2. Service meter equipment
  - 3. Safety switches
  - 4. Overcurrent devices

**1.02 SUBMITTALS**

- A. Submit the following items in accordance with Division 01, Shop Drawings, Product Data, and Samples.
  - 1. Panelboards
  - 2. Service meter equipment
  - 3. Safety switches
  - 4. Overcurrent devices

**1.03 SERVICE VOLTAGE**

- A. Building Distribution Voltages:
  - 1. Service equipment: 120/240 volts, 1 phase 3 wires and 120/208 volts 3 phase 4 wires.
  - 2. Lighting and receptacles panels: 120/240 volts, 1 phase, 3 wires, and 120/208 volts 3 phase 4 wires.

**PART 2 - PRODUCTS**

**2.01 PANELS**

- A. Panels shall be commercial grade construction, with enclosure sized 20 inches wide by 5 ¾ inches deep, suitable for exterior surface mounted where indicated on Drawings.
- B. Construction: Cabinets shall be provided with stretcher-leveled, steel doors and trim of code thickness, complete with concealed butt hinges. Provide combination spring catch and lock on inside edge of door trims with good fitting joint between door and trim. Locks on all panelboards shall be keyed alike. Provide necessary hardware to permit locking circuit breaker handle in the "OFF" position. Provide a ground bar. All spaces shall be furnished with breaker mounting hardware.
- C. Finish: Finish shall be standard or custom baked factory finish. Do not paint in field.
- D. Overcurrent Devices: Molded case, thermal magnetic circuit breakers 40 degrees C., ambient compensated, as specified under Section 261000.
- E. Terminal Lugs: Approved for use with copper conductors.
- F. Buses: Bolted copper or tin-plated aluminum. Ratings as indicated on Drawings.
- G. Additional Features: Refer to panel schedule for the following:
  - 1. Number and type of circuit breakers
  - 2. Bus ampacity and arrangements
  - 3. Terminal lug size and location
  - 4. Interrupting capacity
  - 5. Service voltage
  - 6. Mounting arrangement

- H. Manufacturer: Square D, Cutler Hammer, Siemens, or equal.

## **2.02 SERVICE METER EQUIPMENT**

- A. General
  - 1. Shall meet the enclosure requirements established by U.L. and shall be furnished with a U.L. label stating the switchboard is "Suitable for use as a Service Switchboard" and shall meet the requirements of the PG&E as service entrance equipment, having have separate suitable compartment for underground service entrance and metering.
  - 2. Meter provisions shall conform to PG&E for commercial, with Test By-pass Facilities (TBF).
- B. Enclosure: NEMA 3 Raintight where located outdoors, NEMA 1 where located indoors.
- C. Bus bars for the mains and cross connections shall be of copper in accordance with UL standards. Bussing shall be braced throughout to conform to industry standard practice governing short circuit stresses in switchboards.
- D. Main Disconnect Switch: Provide main disconnect circuit breaker as indicated on Plans.

## **2.03 SAFETY SWITCHES**

- A. Provide and install safety switches where shown on the plans.
- B. Switch Interior: Dead-front construction with hinged arc suppresser and switch blades which are fully visible in the "OFF" position and with door open, rated heavy duty.
- C. Switch Mechanism: Quick-make and quick-break operating handle and mechanism with dual cover interlock to prevent unauthorized opening of the switch door in the "ON" position or closing the switch mechanism while the door is open.
- D. Ratings: Switches shall be horsepower rated for the operating voltage and with fused or non-fused arrangements as shown on Drawings.
- E. Enclosures: NEMA 1, code gauge sheet steel with hinged cover, or NEMA 3R, as shown on Drawings.
- F. Manufacturer: General Electric, Eaton, Square D, Siemens or equal.

## **PART 3 - EXECUTION**

### **3.01 PANELS**

- A. Set cabinets plumb and symmetrical with building lines.
- B. Weatherproof enclosures and panelboard shall be accurately aligned, leveled and bolted in place to the galvanized steel channels, Unistrut P-1000 Galvanized, set in 12-inch diameter x 24-inch-deep concrete footings.
- C. Equipment cabinets, etc. shall be anchored and braced to withstand seismic forces calculated in accordance with the California Building Code 2016, Chapter 16.
- D. "Train" interior wiring: Bundle and clamp using specified plastic wire wraps.
- E. Touch-up paint any marks, blemishes, or other finish damage suffered during installation. Replace cabinets, doors or trim exhibiting dents, bends, warps or poor fit that may impede ready access, security or integrity.

**END OF SECTION 262000**

**SECTION 265501  
SPORTS LIGHTING**

**PART 1 - GENERAL**

**1.01 DESCRIPTION**

- A. Furnishing, installation and connection of all lighting control devices, related components and accessory wiring as shown on the plans, or as specified herein.
- B. Related Work:
  - 1. Section 033001 – Cast-in-place Concrete for Light Poles
  - 2. Section 260100 - General Electrical Requirements
  - 3. Section 261000 – Basic Materials and Methods
  - 4. Section 266000 – Site Electrical Work

**1.02 QUALIFICATIONS**

- A. Contractor shall be experienced in the installation of sports lighting poles and bases that are like those of this project.
- B. Contractor shall submit a minimum of three past projects of a similar nature to this project to qualify their experience.

**1.03 COORDINATION**

- A. Refer to dimensional drawings, assembly instructions and installation procedures from sports lighting manufacturer for coordination in layout of field lighting poles.
- B. Coordinate work for installation of pre-cast concrete bases with the manufacturer's installation drawings, details, and procedures.

**1.04 SUBMITTALS**

- A. Submit in conformance with specifications Section 260100 – General Electrical Requirements, the following items:
  - 1. Fixtures and drivers
  - 2. Poles and fittings for all poles, accessories and hardware
  - 3. Precast concrete bases
  - 4. Letter from manufacturer's licensed structural engineer, stating that he/she has reviewed the geotechnical report for the project site and that the foundation designs for the concrete pole bases are in conformance with the recommendations in that report.
  - 5. Control devices, relays and cabinets
  - 6. Computer generated point-by-point analysis
  - 7. Computer generated spill/glare analysis
  - 8. Aiming diagrams for luminaires
  - 9. Powder coating and painting process for reflectors
  - 10. Written Warrantees
  - 11. ITL test reports on photometric performance for fixtures
  - 12. Field testing report for point-by-point and spill/glare stations
  - 13. Installation and assembly drawings
  - 14. Structural calculations for foundations poles and hardware

**1.05 LIGHTING PERFORMANCE**

- A. Sports lighting system shall meet the following performance criteria (horizontal footcandles on a plane at 3.0 feet above playing surface). The manufacturer shall guarantee field light intensity and uniformity ratios at the time of initial start-up and throughout rated life of the lamp, based on light levels for 25 years.
- B. Illumination levels for fields shall be as presented in tables below. Measured average illumination shall be +/- 10% of predicted mean in accordance with IESNA RP-6-15.

**CURT FLOOD FIELD**

Area of Lighting	Light Level	Uniformity	# of Points	Size of Area	Grid Spacing
Softball Field (infield)	30 footcandles	2.0:1	25	Infield	20' x 20'
Softball Field (outfield)	20 footcandles	2.5:1	65	Outfield	20' x 20'
Baseball Field (infield)	30 footcandles	2.0:1	25	Infield	30' x 30'
Baseball Field (outfield)	20 footcandles	2.5:1	55	Outfield	30' x 30'
Multi-purpose Field	20 footcandles	3.0:1	60	300' x 160'	30' x 30'

**LOWELL PARK**

Area of Lighting	Light Level	Uniformity	# of Points	Size of Area	Grid Spacing
Softball Field (infield)	30 footcandles	2.0:1	25	Infield	20' x 20'
Softball Field (outfield)	20 footcandles	2.5:1	65	Outfield	20' x 20'
Baseball Field (infield)	30 footcandles	2.0:1	25	Infield	20' x 20'
Baseball Field (outfield)	20 footcandles	2.5:1	88	Outfield	20' x 20'

**GOLDEN GATE FIELD**

Area of Lighting	Light Level	Uniformity	# of Points	Size of Area	Grid Spacing
Softball Field (infield)	30 footcandles	2.0:1	25	Infield	20' x 20'
Softball Field (outfield)	20 footcandles	3.0:1	65	Outfield	20' x 20'
Baseball Field (infield)	30 footcandles	2.0:1	25	Infield	20' x 20'
Baseball Field (outfield)	20 footcandles	3.0:1	105	Outfield	20' x 20'

**TASSAFARONGA FIELD**

Area of Lighting	Light Level	Uniformity	# of Points	Size of Area	Grid Spacing
Softball Field (infield)	30 footcandles	2.0:1	25	Infield	20' x 20'
Softball Field (outfield)	20 footcandles	2.5:1	56	Outfield	20' x 20'

- C. Spill and Glare Analysis: Submitted spill/glare computer models shall depict the field test stations at 150' perimeter around the field. The test stations shall be shown every 30' along the line with the field lights on. Bidder shall submit, as described below:

**TASSAFARONGA FIELD**

	Average	Maximum
Vertical Footcandles	.013 fc	.075 fc
Horizontal Footcandles	.006 fc	.03 fc
Candela per fixture	400 Cd	2800 Cd

**CURT FLOOD FIELD**

	Average	Maximum
Vertical Footcandles (Coolidge Avenue & School Street)	.25 fc	.90 fc
Horizontal Footcandles (Coolidge Avenue & School Street)	.10 fc	.40 fc
Candela per fixture (Coolidge Avenue & School Street)	2700 Cd	7700 Cd
Vertical Footcandles (Laguna Way)	.15 fc	1.15 fc
Horizontal Footcandles (Laguna Way)	.07 fc	.65 fc
Candela per fixture (Laguna Way)	1300 Cd	4600 Cd

**LOWELL PARK**

	Average	Maximum
Vertical Footcandles	.035 fc	.14 fc
Horizontal Footcandles	.011 fc	.07 fc
Candela per fixture	950 Cd	2750 Cd

**GOLDEN GATE FIELD**

	Average	Maximum
Vertical Footcandles	.013 fc	.075 fc
Horizontal Footcandles	.006 fc	.03 fc
Candela per fixture	400 Cd	2800 Cd

- D. Lighting calculations shall be developed, and field measurements taken on a 30 feet x 30 feet grid.
- E. Illumination Levels and Design Factors: The illumination levels specified shall be based on light levels for 25 years. Light levels shall not drop below specified targeted lighting levels during the specified warranty period. Appropriate light loss factors shall be applied and submitted for the basis of design.
- F. Spill and Glare Analysis: Submitted spill/glare computer models shall depict the field test stations at **150' spill line to the north and 100' spill line to the west**. The test stations shall be shown every 30' along the line with the field lights on. Bidder shall submit, as described below:

**PART 2 - PRODUCTS**

**2.01 MANUFACTURER:** Shall be as manufactured by MUSCO Sports Lighting or approved equal. Manufacturers requesting approval shall provide submittal information 5 days prior to bid opening. Approved manufacturers will be notified by addendum.

**2.02 SPORTS LIGHTING SYSTEM**

- A. General Description - The system shall consist of:
  1. Hot-dip galvanized steel poles
  2. Hot-dip galvanized steel crossarms

3. Pre-aimed luminaires, consisting of: LED lamp, visor, reflector, internal louvers, lens
4. UL listed double-fusing for the lamp circuits
5. Remote driver enclosures consisting of: NEMA 3R enclosures with ballasts and capacitors
6. Safety disconnects
7. Factory wiring from the load side of the disconnect to the lamp drivers and fixtures
8. Plug-in or landing lug connection devices for all electrical circuits on the pole
9. Factory pre-aiming method for alignment of the luminaires
10. Pre-cast concrete base

### **2.03 LUMINAIRE STRUCTURE**

- A. **Factory Construction:** Lamp and reflector mounting device shall be factory assembled to the crossarms. Crossarms shall be attached to the poles by the manufacturer. Cross arms shall be mounted back-to-back as same elevation. Mounting shall assure that no fixtures will be mounted above another.
- B. **Single Photometric Unit:** Each reflector shall be attached to the crossarm in such a way that its aiming position has been determined relative to all other fixtures on the pole, so the assembly forms a single photometric unit.
- C. **Lamps:** Shall consist of both quantities of 1200watt and 600watt LED, 5700 degrees Kelvin 75 CRI, as indicated on Drawings.
- D. **Outside surface of reflector shall be painted gray.**
- E. **Lens:** A removable lens of impact and thermal resistant glass with silicone gasket shall be centered in a stainless-steel lens rim and attached to the reflector with a hinged cable or chain.
- F. **Aiming:** Position memory device for each luminaire on the assembly shall provide for automatic repositioning of luminaire aiming after maintenance.
- G. **Materials and Coatings:** All steel components shall be hot dip galvanized to ASTM A-123 standards. High purity reflector grade aluminum shall have Alzak finish. All other aluminum components shall be heavy anodized to MIL-A-8625E Type III (commercial AAC12A41) specification and shall further be coated with a polyurethane powder coat paint. All non-current carrying fasteners, hinges, and latches shall be stainless steel and shall be coated with a thermosetting epoxy type organic coating such as Empigard to prevent galvanic interaction.
- H. **Crossarm Welding:** Crossarms for the luminaire assembly shall be welded to the pole section before galvanizing by certified welders. Any additional fasteners used for the attachment of accessories to the crossarm shall be stainless steel and coated with Empigard or equivalent.
- I. **Structural Strength:** Crossarm, reflector and its attachment to the pole shall be provided by Manufacturer designed and tested to withstand winds of 110 mph with 1.3 gust factor without misalignment of any luminaire and without any damage to the crossarms or its components. Luminaires shall be attached to crossarm by a minimum of two bolts, which fasteners shall be stainless steel and Empigard coated. There shall be no penetrations of the top or sides of crossarms.

### **2.04 WIRE HARNESS**

- A. **Strain Relief:** The wiring harness shall be supported at the top of the pole by a stainless-steel wire mesh grip matched to the size of the harness. There shall be not more than thirteen (13) conductors supported by a single wire mesh grip. If harness is longer than sixty-five feet (65ft), an interim wire mesh grip support shall be located approximately half way down the pole.

- B. Strain Relief Slippage: There shall be protection around the conductors, in addition to the insulation to protect from damage from the wire mesh grip and to avoid slippage of the grip on the wire harness. Wire mesh grip shall also be clamped to the harness with a cable tie at the bottom of the grip to avoid loosening.
- C. Pole Attachment: Wire mesh grip shall be mechanically attached to the pole to an enclosed mounting loop so that it cannot accidentally be removed in any direction.
- D. Harness Winding: The harness being supported by the wire mesh grip shall consist of multiple No. 14 AWG THHN conductors and shall be continuously spiral wound and bound with Mylar tape wrap to prevent slippage of individual conductors within the wiring harness. Additionally, a cable tie shall be tightly wrapped around the harness at not more than 10-foot increments.
- E. Harness Protection: Wire harness shall be encased from top to bottom by protective plastic sheathing
- F. Labeling: All wiring harness conductors shall be color-coded and clearly labeled.
- G. Plug-Ins: Each end of the wire harness shall be terminated into a plug-in with conductors sequenced consistent with the pattern of the wiring schematic provided by the manufacturer.
- H. Testing: All conductors and plug-ins shall be tested for resistance under load, for continuity, schematic sequence, and for insulation integrity. Manufacturer shall ship with the wire harness a copy of the test results.
- I. Grounding: A ground conductor shall be included within the wiring harness. Grounding conductor shall be equal in size to load carrying conductors.

## **2.05 ELECTRICAL COMPONENT ENCLOSURE (ECE)**

- A. ECE shall be a NEMA 3R rated, gasketed, enclosure to house the ballasts, capacitors, fuses, thermal magnetic circuit breaker, and distribution lugs.
- B. ECE shall be divided into two compartments. Upper compartment shall house the ballasts, capacitors, and fuses; lower compartment shall provide for disconnect, distribution lugs, and connection of all circuits coming into and out of ECE.
- C. ECE shall be aluminum and powder coated gray. Continuous galvanized materials will not be accepted.
- D. All latches, hinges, and non-current carrying fasteners, either outside or inside enclosure, to be stainless steel and shall further be coated with a clear thermosetting polymer coating such as Empigard to prevent galvanic interaction.
- E. Access door shall be attached by a full-length stainless-steel hinge and shall be secured when closed by lockable stainless-steel latches.
- F. Attachment to pole shall be made by a device enough to align and support ECE, provide a sealed joint, with a non-threaded connection, for wiring access from pole to ECE for both primary and secondary circuits. Connection shall be gasketed for watertight protection. All wire passages shall be protected to prevent wire abrasion or damage.
- G. Capacitors: Capacitor cases shall be made from zinc coated steel or aluminum and top coated with enamel. Each capacitor shall have a ground terminal welded to its case and such terminal shall be connected to ground via a grounding wire. Capacitor case shall not make direct contact with surface of ECE.
- H. Disconnecting Device: Provide a UL listed thermal magnetic circuit breaker such that electrical power to all equipment on the pole served by the feeder circuit shall be disconnected by the operation of one switch. Circuit breaker shall be separated from any capacitors or ballasts.
- I. Lugs: Circuit breaker shall provide landing lugs for feeder conductors to pole.

- J. Distribution Terminal Blocks: Provide a set of distribution terminal blocks that shall be wired from circuit breaker to terminal blocks. Blocks shall provide for termination of all ballast connection wiring.
- K. Fusing: Provide an individual fuse for each ballast conductor, except neutral conductors that shall not be fused or switched.
- L. Plug-In: All lamp supply circuits in ECE shall be color-coded and labeled and shall terminate into a UL recognized plug-in device in the lower compartment of the ECE in a manner suitable for plug-in to the wiring harness.
- M. Wire Harness Connection: Wiring harness circuits from the lamps shall be attached to ECE circuits by UL recognized plug-in connectors.
- N. Grounding: Equipment grounding lug shall be rigidly fastened in the lower ECE compartment, sized to accept up to a 1/0 conductor. There shall also be provision in the upper compartment for a ground terminal of enough size to permit connection of grounding conductors from the capacitors and the ground wire from wiring harness.
- O. Driver: Provide individual driver for each luminaire.
- P. Drawings: Manufacturer shall provide an electrical schematic of ECE circuitry, which shall be printed on a durable material and affixed to inside of ECE door for use by maintenance personnel.
- Q. Location: ECE shall be attached to pole with lower end approximately 10 feet above grade at pole foundation.
- R. UL Listing: CE shall be listed by UL both for use with 90 degrees C rated supply conductors and as suitable for use in wet locations.

## **2.06 POLE STRUCTURE**

- A. Wind Factors: The wind loading on the pole and all attachments shall be based upon the CBC 2016 building code and wind speed and wind speed of 110 mph.
- B. Height and EPA: Poles shall be designed to provide a mounting height above the surface at its foundation as indicated on Plans. They shall be of adequate strength to support the effective projected area (EPA) of the pole and all the attached devices including, as applicable, light fixtures, crossarms, mounting brackets, and ECE's.
- C. Pole Material: The pole shaft shall be high strength low alloy tapered tubular steel with galvanized coating inside and out.
- D. Attachment brackets shall be bolted to poles, where indicated on Plans, for the mounting of field security lights, together with all necessary wiring, pole drilling and fittings.

## **2.07 PRE-CAST POLE BASES**

- A. Pre-stressed concrete base, centrifugally spun, steel reinforced, as manufactured by Cretex Company, Inc., or equal length of base shall be based on embedment dimension, per pole schedule shown on sports lighting manufacturer's structural drawings, plus an amount of eight (8) feet nominal above grade.
- B. Base provided with the following features:
  - 1. 9500 PSI concrete strength
  - 2. 89 KSI steel cables
  - 3. Pre-stressed high density centrifugally cast concrete, impervious to moisture
  - 4. Hollow center tapered for moisture drain
  - 5. Above and below grade handholes
  - 6. Below grade conduit adapter plate

7. Above - grade handhole closure plate

## **2.08 REMOTE MONITORING AND CONTROL**

- A. Remote Monitoring System: The remote monitoring and control system shall be provided by manufacturer for Contractor installation. System shall monitor lighting performance and notify manufacturer if individual luminaire outage is detected so that appropriate maintenance can be scheduled. The manufacturer shall notify the City's Representative of outages within 24 hours, or the next business day. The controller shall determine switch position (Manual or Auto) and contactor status (open or closed).
- B. Remote Lighting Control System: System shall allow City and users with a security code to schedule on/off system operation via a web site, phone, fax or email up to ten years in advance. Manufacturer shall provide and maintain a two-way TCP/IP communication link. Trained staff shall be available 24/7 to provide scheduling support and assist with reporting needs. University may assign various security levels to schedulers by function and fields. This function must be flexible to allow a range of privileges such as full scheduling capabilities for all fields, to only having permission to execute "early off" commands by phone. Controller shall accept and store 7-day schedules, be protected against memory loss during power outages, and shall reboot once power is regained and execute any commands that would have occurred during outage.
- C. Management Tools: Manufacturer shall provide a web-based database of actual field usage and provide reports by facility and user group.
- D. Communication Costs: Manufacturer shall include communication costs for operating the controls and monitoring system for a period of 25 years.

## **PART 3 - EXECUTION**

### **3.01 INSTALLATION**

- A. Contractor shall be responsible for handling and setting of poles, bases, fixture assembly, aiming, and wiring.
- B. All fixtures shall be clean and installed in a manner recommended by the fixture manufacturer. Refer to Manufacturer's aiming diagrams for exact position of each type of luminaire.
- C. Contractor shall install mounting brackets, and security light fixtures, complete with wiring separate from sports lights circuits.
- D. Contractor shall set and install lighting controls, contactors, and monitoring and wire-less control equipment.

### **3.02 INSTALLATION**

- A. Weight and Size: To permit ease of handling of material at the job site and to avoid damage to the facility, no single component of the pole shall weigh greater than 5300lbs, nor be greater than 41 feet in length unassembled.
- B. Assembly: Pole shall be properly assembled, plumbed and aligned in accordance with Manufacturer's directions.
- C. Electrical Wiring: Wiring shall not be exposed. Install all closure plates on bases provided by manufacture.
- D. Provide a non-threaded hot-dip galvanized steel or non-metallic conduit for transition of pole feeder conductors from pullbox up to ECE.
- E. Field Connections: All field electrical connections on pole shall be achieved by UL listed plug-in or lug method of attachment from load side of breaker to lamp socket. Feeder and grounding conductors shall be terminated on landing lugs.

**3.03 PRE-CAST BASE**

- A. Pre-cast pole base shall be installed in a drilled excavation as indicated on Drawings, as prescribed by the CBC standards for foundation design. Concrete backfill is required. Base's top set at approximately eight feet above grade. Concrete backfill the base as indicated on Drawings, in accordance with Specification 033001 – Cast-in-place Concrete Light Pole Footings.
- B. The pole base shall be set perfectly plumb. Any deviations of the pole base from perfectly plumb shall be corrected by the Contractor at no additional expense to City. Pole base shall be installed in accordance with manufacturer's installation instructions.
- C. All power feeder conductors and luminaire wiring shall be fully concealed from exposure to sun or rain. Provide a non-threaded hot-dip galvanized steel or concrete encased non-metallic raceway for transition of the pole feeder conductors from the trench to the ECE.
- D. The feeder and grounding conductors from the service entrance to the pole shall be connected at the pole by landing lugs.

**3.04 POLE**

- A. Assemble pole sections, crossarms, fixtures, wiring and ECE, in accordance with manufacturer's instructions.
- B. Lift in place the pole over pre-cast reinforced concrete base, and jack down pole over base to achieve required overlap. Orientation of the crossarms shall be perfectly aligned with soccer field's side lines and as indicated on Drawings.

**3.05 FIELD TECHNICIAN ON-SITE VISIT:** Manufacturer's shall provide on-site Factory trained technicians after completion of installation. Factory trained technicians shall make any necessary adjustments to the fixture aiming to ensure that specified illumination and glare control is achieved.

**3.06 LIGHTNING PROTECTION**

- A. All pole structures shall be equipped with lightning protection meeting standards established by NFPA 780 (National Fire Protection Association).
- B. There shall be provided at each pole structure at least one copper-clad steel ground rod of not less than 5/8 inch in diameter and not less than 10 feet in length, or an equivalent integral grounding means not requiring a ground rod. An 8foot ground rod would be permissible provided it extends vertically into the earth at least 10 feet.
- C. The ground rod shall be connected to the structure by a copper main down conductor. This conductor shall be not less than a No.2 conductor if the structure is 75 feet or less above grade. If the structure is greater than 75 feet above grade the conductor shall be not less than a No.2/0 conductor.
- D. For steel poles, the main down conductor shall extend from the base of the steel pole to the ground rod(s) and shall be bonded to the steel pole and the equipment ground. All metal components on the pole shall be bonded to the pole.
- E. All main down conductors and all bonding conductors shall maintain a horizontal or downward coursing path, free from "U" or "V" (down and back up) pockets. Such pockets, often formed by metal components mounted below the pole top bond location, shall be provided with a down conductor from the base of the component to ground or to an adjacent main down conductor.

- F. No bend of any conductor shall form an included angle of less than 90 degrees nor shall it have a radius bend of less than 8 inches.

**3.07 NOISE**

- A. ECE shall be inspected by contractor after setting in place on the pole insuring that all drivers and devices are properly secured.
- B. After energizing of lighting system, the ECE's shall be checked for vibration due to any loose mounting of, or defective, ballasts. There shall be no detectible sound emanating from ECE to a person standing on ground at base of pole.
- C. Manufacturer shall provide an on-site Factory trained technician to correct all noise and defective component problems.

**3.08 REMOTE LIGHTING CONTROL SYSTEM:** Program and test remote control system, in coordination with the field technician and demonstrate its working to City's Representative. Set programming for field security light dimmed operation.

**3.09 WARRANTY**

- A. 25-Year Warranty: Each manufacturer shall supply a signed warranty covering the entire system for 25 years from the date of shipment. Warranty shall guarantee specified light levels. Manufacturer shall maintain specifically-funded financial reserves to assure fulfillment of the warranty for the full term. Warranty does not cover weather conditions events such as lightning or hail damage, improper installation, vandalism or abuse, unauthorized repairs or alterations, or product made by other manufacturers.
- B. Maintenance: Manufacturer shall monitor the performance of the lighting system, including on/off status, hours of usage and luminaire outage for 25 years from the date of equipment shipment. Parts and labor shall be covered such that individual luminaire outages will be repaired when the usage of any field is materially impacted. Owner agrees to check fuses in the event of a luminaire outage.

**3.10 FIELD TECHNICIAN**

- A. Manufacturer shall have available a local factory trained technician to provide project support including but not limited to: Lamp replacement, confirm luminaire aiming points, troubleshoot, and educate customer maintenance personnel.

**END OF SECTION 265501**

**SECTION 320505  
SELECTIVE SITE DEMOLITION**

**PART 1 - GENERAL**

- 1.01 SCOPE: Provide all labor, tools, equipment and transportation necessary to perform demolition of existing improvements and plants noted for removal on the Drawings.
- 1.02 WORK SPECIFIED UNDER OTHER SECTIONS: Consult all other Sections to determine the extent and character of the work specified elsewhere but related to that included in this Section. Work specified herein shall be properly coordinated with that specified.
- 1.03 PERFORMANCE
- A. Perform demolition of existing improvements as noted on the Drawings.
  - B. The Contractor shall confirm with the Landscape Architect precise areas and elements to be removed. All other improvements shall be considered to remain and shall be protected. If the Contractor inadvertently demolishes and/or removes any items to remain, they shall be repaired or replaced to "like-new" condition.

**PART 2 - PRODUCTS: N/A**

**PART 3 - EXECUTION**

- 3.01 PROJECT CONTROL: Care shall be taken by the Contractor to minimize, insofar as possible, noise, vibration, dust and other nuisance qualities during demolition work.
- 3.02 DISPOSAL AND REMOVAL: All removed items deemed to have any value by the Owner shall be delivered to a place of storage at the site as directed. All other items must be promptly disposed of off-site in a legal manner. No on-site stockpiling of items to be removed shall be permitted.
- 3.03 PAVING
- A. In areas where existing asphalt or concrete paving is to be removed and replaced with new paving, existing aggregate base material may be reused if it conforms to standards outlined in the Drawings and Specifications regarding quality, depths and proposed grades.
  - B. In all areas where asphalt or concrete paving is to be removed and replaced with new planting, remove all existing aggregate base, gravel, etc. Leave only native soil or existing clean fill.
  - C. Sawcut the edge between paving or other materials to remain and those to be removed if the joint will be visible after completion of the project. If a saw cut falls within 3 feet of an existing joint line, the pavement or curb shall be removed to the joint or edge.

- 3.04 IRRIGATION ALTERATIONS/SALVAGE: In areas where irrigation is removed and reused, existing lines, heads, valves, controllers and other miscellaneous items may be reused if they conform to the standards outlined in the Drawings and Specifications regarding quality and condition of those materials. Contractor shall replace at their cost any items broken which are to be reused.

END OF SECTION 320505

# **SECTION 7. Addendum prior to Bid Opening**