

**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 <https://www.oaklandca.gov/resources/standard-details-for-public-works-construction>

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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 their 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 their 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; they 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 they intended it to be; and, the mistake was made in filling out the bid and not due to error in judgment or to carelessness in inspecting the work site, or in reading the plans and specifications.

2-1.9 Award of Contract. The contract award, if made, will be by the Council and will be to the lowest responsible bidder whose proposal complies with all the requirements of the Specifications and Ordinance No. 7937 CMS as amended. If the contract award is made within 90 days from opening of the bids, the Contractor will be required to hold the bid price. If the contract award is made more than 90 days, the contractor has the

option to notify the City in writing to withdraw their bid within 5 working days from the contract award date. Otherwise, the contractor must hold the bid price. All bids will be compared on the basis of the Engineer's estimate of quantities of work to be done and/or lump sum bid items. The Council reserves the right to waive any informality or minor irregularity in the bids.

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

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

2-3 SUBCONTRACTS.

ADD NEW SUBSECTION 2-3.4:

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

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

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

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 Project# 1003440 Brookfield Library

Project Special Provisions

Agency, and that all materials and human effort 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:

- City of Oakland Municipal Code
- California Administrative Code
- California Building Code
- California Electrical Code
- California Mechanical Code
- California Plumbing Code
- California Energy Code
- California Historical Building Code
- California Fire Code
- California Existing Building Code
- California Green Building Standards Code
- California Referenced Standards Code
- California Manual of Uniform Traffic Control Devices (MUTCD);
- "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.

2-10 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 together on the project site to re-inspect all of the work just prior to the expiration of the warranty period. If any warranty items are discovered then corrective work shall be completed within 60 calendar days.

ADD NEW SUBSECTION 2-14 TO READ:

2-14 GPS COORDINATES 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.

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Project Special Provisions

SECTION 3 - CHANGES IN WORK

3-1 CHANGES REQUESTED BY THE CONTRACTOR.

REPLACE SUBSECTION 3-1.1 WITH THE FOLLOWING:

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 their 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. 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:

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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 HUMAN EFFORT.

4-1.1 General.

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

Materials and human effort 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 maintenance Hole frames and covers; lamphole frames and covers; and cleanout frames and covers (except for house connection or two-way cleanouts).

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

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

ADD NEW SUBSECTION 4-1.1.2 TO READ:

4-1.1.2 Required Recycled-Content Material Report. It is the City's policy that contractors and suppliers use recycled-content materials to the greatest extent feasible (unless specified otherwise). At the end of all

projects \$50,000 and greater, the Contractor shall submit a Recycled Materials Report. In this report the Contractor shall detail those products made with recycled materials that were used on the project by type of material, quantity, and cost.

ADD NEW SUBSECTION 4-1.1.3 TO READ:

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

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

At the end of all construction, for projects of \$50,000 or greater, the Contractor shall submit a completed Construction & Demolition Summary Report (CDSR) in the same format selected for the WRRP, online or paper. The CDSR form is available online at <http://www2.oaklandnet.com/oakca1/groups/pwa/documents/agenda/oak026389.pdf>. The Contractor shall document in the CDSR all salvage, recycling and disposal activities associated with the project. Contractors who choose not to use www.greenhalosystems.com for submittals, will be subject to fees listed in the City's Master Fee Schedule.

4-1.3 Inspection Requirements.

ADD NEW SUBSECTION 4-1.3.4 TO READ:

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

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

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

REPLACE SUBSECTION 4-1.5 TO READ.

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

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

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

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

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

4-1.6 Trade Names or Equals.

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

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

SECTION 5 - UTILITIES

5-1 LOCATION.

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

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

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

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

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

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

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

5-2 PROTECTION.

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

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

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

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

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

5-5 DELAYS.

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

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

5-6 COOPERATION.

ADD NEW SUBSECTION 5-6.1 TO READ:

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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.

ADD NEW SUBSECTION 5-8 TO READ:

5-8 SPECIAL POTHOLE INVESTIGATION

Contractor shall pothole unknown and field discovered underground utilities that are not shown on plans or without USA markings with the approval of the Engineer. Where directed by the Resident Engineer to pothole to verify the depths of the underground utility crossings, the Contractor shall excavate and expose said underground utility crossings per plan's general notes 3 and 4 and provide the depth, clearance, separation information, and photos with sectional profiles as necessary to show utility crossing conflicts to the Resident Engineer for review before continuing the rehab work.

The bid item shall be paid at the unit bid price for each location and it shall include full compensation for all labor, materials, equipment, signage, traffic control, excavation, trench shoring, protecting and supporting of utilities, providing and compacting backfill, disposal of excavated materials and all debris, providing temporary and permanent resurfacing, coordinating with utilities companies, and incidentals to complete work. In accordance with 3-2.2.1, no change in unit bid price for this bid item shall be allowed for any increase or decrease in the quantity of work thereof.

SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK.

6-1.1 Construction Schedule.

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

A schedule utilizing the critical path method is required on all projects with a bid price of \$250,000 or greater.

ADD THE FOLLOWING AFTER THE FIRST PARAGRAPH:

On a monthly basis, along with the monthly payment request, the Contractor shall revise the schedule, indicating actual progress, and resubmit to the City for review and concurrence. If in the opinion of the City, the Contractor falls behind the accepted schedule, the Contractor shall take the necessary steps to improve progress and adhere to the original schedule.

6-1.2 Commencement of the Work

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

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

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

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

the contract documents.

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

Refer to <http://www.ousd.org/Domain/3540> for the Oakland Unified School District School Calendar.

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

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

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

ADD NEW SUBSECTION 6-1.3 TO READ:

6-1.3 Mandatory Pre-Construction Meeting.

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

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

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

6-3 SUSPENSION OF 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 th (Admissions Day)
3rd Monday in January (ML King Jr. Day)	November 12 th (Veterans Day)
February 12 th (Lincoln's birthday)	4 th Thursday in November (Thanksgiving)
3 rd Monday in February (President's Day)	The Friday after Thanksgiving
Last Monday in May (Memorial Day)	December 25 th (Christmas Day)
June 19 th (Juneteenth)	
July 4 th (Independence 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
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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, they will so certify and accept the completed work. The Engineer will, in their 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, and 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 human effort 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 human effort 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.

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

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

The Contractor shall complete the concrete work for each curb ramp, concrete curb, gutter, and sidewalk work within five working days from start to finish. For each consecutive calendar day in excess of the time specified to complete the concrete repairs, the Contractor shall pay to the City or the City may deduct from monies due the Contractor, the sum of \$1,500.00 per location per day, unless otherwise provided in the contract documents. In accordance with Subsection 300-1.3.2.c, no sidewalk or curb ramp demolition work may be performed on a Friday.

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

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 their employees.

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

ADD NEW SUBSECTION 7-2.2.1 TO READ:

7-2.2.1 Electronic Payroll Submission. The Contractor shall register for and use the City's selected electronic certified payroll tracking system— LCPTracker, a Labor Compliance software program. This software

is a web-based system provided by an independent company. Their website address www.lcptracker.net may be accessed for general information and an introductory product tour.

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

Effective July 1, 2020, the monthly charge to Contractors is \$196.00 for all contracts valued at or below five million dollars. Contractors will be charged \$356.00 monthly for contracts above that amount. This monthly charge will be assessed until the City files a project notice of completion. The Contractor's first payment is due within 30 days of the Notice to Proceed date. Subsequent payments are due every thirty days or the 20th of the month, whichever comes first. Remittances should be made payable to the City of Oakland (reference project number and the month for which the payment is being made) and sent to the City of Oakland, City Administrator's Office, Contracts and Compliance Unit, Social Equity Division 250 Frank H. Ogawa Plaza, Suite 3341, Oakland, Ca 94612. *Subcontractors will not be charged for this service.*

The advantages to this required service are:

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

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

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

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

Payment: The Contractor shall absorb in the bid all costs incurred from these electronic payroll submission requirements.

ADD NEW SUBSECTION 7-2.2.2 TO READ:

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

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

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

ADD NEW SUBSECTION 7-2.2.3 TO READ:

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

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

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

REPLACE SUBSECTION 7-3 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 maintenance Holes 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.

ADD SUBSECTIONS Section 7-8.5.3

Section 7-8.5.3 Overflow Emergency Response Plan

Constructor shall submit an Overflow Emergency Response Plan (OERP) to the City for review and approval.

Contractor shall refer to the City of Oakland Overflow Emergency Response Plan for information and requirements.

The reference of the OERP on the City's website is at

<https://www.oaklandca.gov/documents/2019-asset-management-implementation-plan-and-sewer-system->

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[management-plan.](#)

2019 Asset Management Implementation Plan and Sewer System Management Plan, Appendix C (page 144) – City of Oakland Overflow Emergency Response Plan (OERP).

Contractor shall complete attachment 17 and submit to the City for review per each sewer overflow occurrence.

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 directly into the storm drain system. BMPs also include the construction of some facilities that may be required to prevent, control, and abate stormwater pollution.

The Contractor shall implement and maintain such BMPs as are relevant to the work, and as are specifically required by the 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
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 Project# 1003440 Brookfield Library
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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 maintenance Holes 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.

CHANGE SUBSECTION 7-10.2 TO READ:

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

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

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

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

7-10.4 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' Project# 1003440 Brookfield Library
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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 maintenance Holes, 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 Signs per construction location according to the plans and specifications as directed by the Engineer. **Attachment 9** at the end of these Special Provisions shows the requirements for this sign. Signs not conforming to these requirements will be rejected. The project sign shall be erected at location as directed and approved by the Engineer prior to beginning construction. The sign shall be relocated, if necessary, as construction proceeds according to the Engineer's direction. s

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

7-13 LAWS TO BE OBSERVED.

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

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

ADD NEW SUBSECTION 7-15:

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

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

SECTION 9 - MEASUREMENT AND PAYMENT

9-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK.

9-1.1 General.

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

9-3 PAYMENT.

REPLACE SUBSECTION 9-3.2 WITH THE FOLLOWING:

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

Each month, the Contractor shall submit a draft invoice along with approximate measurements of the work performed up to the closure date and Attachment 13 (when required). Upon receipt of the draft invoice, the Engineer will review the draft invoice and estimate completed work based on the contract unit prices or as provided for in Section 9.2 within 5 business days. 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 Five Thousand Dollars (\$5,000).

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

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

As provided for in Section 4590 of the California Government Code and Section 10263 of the California Public Contract Code, the Contractor may substitute securities for any monies withheld by the City to ensure
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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 current version may be requested from the City Project Manager or Resident Engineer.

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. When mobilization is included as a bid line item, the bid amount shall not exceed 5% of the total contract amount.

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. The "As-Built" shall show exact locations, types, and sizes of material and equipment installed. 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
7	Holiday Restricted Streets	601-1.1
8	Limited Operation Areas	601-1.1
9	Project Information Sign	7-12.1

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 human effort 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,

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

Dated _____

/s/ _____

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

Notary Public
My Commission Expires _____

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

Section 6-8

Date: _____

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

Re: Project No.: _____

Project Title: _____

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

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

Signed: _____

Title: _____

Contractor's License Number: _____

Attachment 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 22nd
& School St. to Lyman Rd.
Grand Ave: All
Harrison St: 5th St. to 27th St.
Havenscourt Blvd: Camden to MacArthur
Jack London Square: All
Lake Park Ave: All
Lakeside Dr: All
Lakeshore Dr: 12th St. to Prince
LaSalle Ave: N End to Moraga Ave.
MacArthur Blvd: Excelsior to High St.;
& Seminary to 76th Ave.
Medau Place: All
Montana St: MacArthur Blvd. to Fruitvale
Mountain Blvd: Moraga to Colton Blvd.
Park Blvd: E 18th St. to 5th Ave.
& Hampel to Glendora
Piedmont Ave: Broadway to Pleasant Valley
Pleasant Valley: All
Seminary Ave: Avenal to Monadnock
Telegraph Ave: All

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

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

Attachment 8 LIMITED OPERATION AREAS

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



