CITY OF ALAMEDA

SPECIFICATIONS AND PLANS

FOR

REPAIR OF PORTLAND CEMENT CONCRETE SIDEWALK, CURB, GUTTER, DRIVEWAY AND MINOR STREET PATCHING, FISCAL YEAR 2014/2015, PHASE 15

No. P.W. 05-14-20

PREBID MEETING:	July 16, 2014 at 10 a.m.
LOCATION:	City Hall west 950 w. Mall Square, conference Room 156 Alameda, CA 94501
BID DUE DATE:	July 30, 2014, at 2:01 p.m.
LOCATION:	Public Works Department 950 W. Mall Square, Room 110 Alameda, CA 94501

Ed Sommerauer
Acting City Engineer

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CITY OF ALAMEDA, CALIFORNIA

SPECIFICATIONS, SPECIAL PROVISIONS AND PLANS
FOR
PUBLIC WORK

SECTION I. PROPOSAL AND CONTRACT REQUIREMENTS

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

REPAIR OF PORTLAND CEMENT CONCRETE SIDEWALK, CURB, GUTTER, DRIVEWAY AND MINOR STREET PATCHING
FISCAL YEAR 2014/2015, PHASE 15
NO. P.W. 05-14-20

Electronic specifications and bidders forms for bidding this project can only be obtained at the City of Alameda website, http://alamedaca.gov/business/bids-rfps, or by calling (510) 747-7900. There is no cost for the specifications.

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

Locations in the form of a work list will be compiled on a weekly basis and issued by the Engineer to the Contractor for repair. Each work list will have about thirty (30) to thirty-five (35) repair locations. The Contractor shall review the issued work list and submit a work schedule within two (2) working days for approval by the Engineer. Once the work schedule is approved, the Contractor must start work on the work list within three (3) working days. From start of work, each work list must be completed within fifteen (15) working days. Furthermore, in order to minimize disturbances to residents and public, repair locations must be concreted within five (5) working days from the start of break out.

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

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

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

E. PRESENTING AND MARKING OF BIDS. Bids must be presented to the Public Works Department, 950 W. Mall Square, Room 110, Alameda, California, under sealed cover, plainly marked on the outside, "**REPAIR OF PORTLAND CEMENT CONCRETE SIDEWALK, CURB,GUTTER, DRIVEWAY AND MINOR STREET PATCHING, FISCAL YEAR 2014/2015 PHASE 15, No. P.W. 05-14-20**", not later than **2:00 p.m.** on the date set forth in the following paragraph.

A voluntary prebid meeting will be held at City Hall West, 950 W. Mall Square, Conference Room 156, Alameda, California, 94501 on **July 16, 2014 at 10 a.m**. The City reserves the right to hold additional prebid meetings as necessary for contractors to visit the site.

Bids will be opened in the Public Works Department, 950 W. Mall Square, Room 110, Alameda, California**, at 2:01 p.m. on July 30, 2014.**

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

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

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

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

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

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

J. REJECTION OR RETURN OF BIDS. Bids may be rejected if they show any alterations of form, additions not called for, conditional or alternative bids, incomplete bids, erasures or irregularities of any kind. The right is reserved to reject any and all bids. The City reserves the right to return bids unopened.

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

1. The initial protest document shall contain a complete statement of the basis for the protest.
2. The protest shall refer to the specific portion of the document which forms the basis for the protest.
3. The protest shall include the name, address, and telephone number of the person representing the protesting party.
4. The party filing the protest shall concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
5. The Public Works Director will issue a decision on the protest. If the Public Works Director determines that a protest is frivolous, the party originating the protest may be determined to be irresponsible and that party may be determined to be ineligible for future contract awards.

6. The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of Bid protest and failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

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

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

M. EXECUTION OF CONTRACT. The contract, in form and content satisfactory to the City, will be awarded at a regular City Council meeting (first and third Tuesdays of each month, except August). At least five (5) business days prior to the anticipated award date, the Contractor will be notified of apparent award status and requested to provide the documents necessary to complete the contract process. Required documentation shall include two (2) copies of the contract executed by the Contractor, proof of insurance and Payment and Performance bonds. The Contractor will be given five (5) business days from the date the City Council awards the contract to obtain the relevant bonds and insurance along with any other documents required for submission.

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

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

least one hundred percent (100%) of the contract price (see Exhibit F). Bonds shall be furnished by a surety company satisfactory to the City of Alameda.

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

SECTION II. LEGAL RELATIONS AND RESPONSIBILITIES

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

B. PREVAILING WAGES:

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

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

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

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

5. The Contractor and all subcontractors shall pay and shall cause to be paid to each worker needed to execute the work on the Project travel and subsistence payments, as such travel

and subsistence payments are defined in the applicable collective bargaining Contracts filed with the Department of Industrial Relations in accordance with Labor Code § 1773.8.

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

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

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

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

C. <u>HOURS OF LABOR</u>.

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

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

than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

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

D. CERTIFIED PAYROLL.

1. Contractor's attention is directed to California Labor Code Section 1776, which requires Contractor and any subcontractors to keep an accurate payroll record and which imposes inspection requirements and penalties for non-compliance. Certified payrolls shall be prepared and submitted weekly to the Labor Compliance Officer, Gail Carlson, Public Works Department, 950 W. Mall Square, Room 110, Alameda, CA 94501 by the Contractor and each subcontractor. Contractor is responsible for the submission of copies of payrolls by all subcontractors. Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract, and shall certify the following:

a. That the payroll for each payroll period contains the name, social security number, and address of each employee, his or her correct classification, including applicable area and group code, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid, and that such information is correct and complete;

b. That such laborer or mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions; and

c. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

2. If the Contractor or a subcontractor does not work during the payroll period, a Statement of Non-Working Days must be submitted for each day not worked.

3. In the event of noncompliance with the requirements of such section after 10 Days written notice specifying in what respects compliance is required, the CONTRACTOR shall forfeit as a penalty to the CITY, $25.00 for each calendar Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.

E. APPRENTICES.

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

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

3. The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if: (1) the Contractor employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions; or (2) if the Contractor is not a signatory to an apprenticeship fund and if the funds administrator is unable to accept Contractor' required contribution. The Contractor or subcontractor shall pay a like amount to the California Apprenticeship Council.

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

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

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

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

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

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

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

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

K. CONTRACTOR'S RESPONSIBILITY FOR THE WORK. Except as provided above, until formal acceptance of the work by the City, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by acts of the Federal Government or the public enemy. The Contractor will not be responsible for the cost of repairing or restoring damage to the work, which damage is determined to have been proximately caused by an act of God, in excess of 5% of the contracted amount.

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

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

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

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

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

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

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

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

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

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

At least 72 hours prior to beginning work on a section of street, curb or sidewalk that will affect use of the parking lane, the Contractor shall notify, by approved "No Parking - Tow Away" signs on barricades, all affected property owners, residents, businesses and agencies adjacent to that section of street. The “No-Parking” signs shall state the days, dates, and hours of

parking lane closure, and shall be placed along the street on each side at no more than 50 feet spacing. The Contractor shall notify the Engineer at least one (1) working day in advance of the intent to post No-Parking signs, so that the timely posting can be verified by the Inspector. The Contractor is permitted to list up to one (1) working day before and one (1) working day after the scheduled days of work, as shown in the latest approved schedule on signs, in order to bracket the approved scheduled date of work. The Contractor shall remove the “No Parking” signs as soon as the parking lane is re-opened to parking.

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

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

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

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

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

notify the City Engineer sufficiently in advance (a minimum of ten (10) working days) to permit the owners thereof to rearrange or abandon such utilities, and he/she shall cooperate with the owners thereof in the performance of the work under this contract.

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

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

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

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

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

The Contractor is responsible for ensuring that all of his/her workers and subcontractors are aware of and implement the specific stormwater quality control measures under the approved

SWPPP. The Contractor(s) shall avoid creating excess dust when breaking asphalt/concrete and during excavation and grading. If water is to be used as a measure for dust control, use as little as possible. All wash water shall be kept out of streets, gutters and storm drains. Controls shall be implemented before construction begins and maintained until the end of construction at which time they shall be removed.

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

1. Gather all construction debris on a regular basis and place it in a dumpster or other container which is emptied or removed on a weekly basis. When appropriate, use tarps on the ground to collect fallen debris or splatters that could contribute to stormwater pollution. After breaking old pavement, remove all pieces to avoid contact with rainfall or runoff.
2. Remove on-site piles from the site on a regular basis. Only temporary storage is allowed. All temporary soil or other stockpiles on site shall be securely covered with a tarp, plastic sheeting or similar material.
3. Remove all dirt/mud, gravel, rubbish, refuse and green waste from the sidewalk, street pavement, and storm drain system adjoining the project site daily and prior to rain. Clean up leaks, drips and spills immediately. Avoid unnecessary driving on unpaved areas during wet weather.
4. Install and maintain stabilized construction entrances to minimize the tracking of dirt, mud, dust and debris onto the public right-of-way.
5. Broom-sweep the sidewalk and public street pavement adjoining the project site daily and prior to rain. Caked-on mud or dirt shall be scraped from these areas before sweeping. At the completion of work the street shall be washed and the wash water collected and disposed offsite.
6. Install filter materials (such as block and gravel bags, sandbags, filter fabric) at the storm drain inlets surrounding the project site. Such inlet protections shall be installed before: the start of the rainy season (October 1st), site de-watering activities, saw-cutting activities, or any other activity that may result in the discharge of material to the storm drain. Filter materials shall be maintained and/or replaced as necessary to minimize short-cutting and to remove sediment deposits and buildup. Accumulated sediment/debris shall be disposed of properly.
7. Vacuum saw-cutting slurry and remove from site. Do not allow saw-cut slurry to enter the storm water conveyance system.
8. Create a contained and covered area on the site for the storage of cement bags, paints, flammables, oils, fertilizers, pesticides, or any other materials used on the project site that have the potential for being discharged to the storm drain system by wind, exposure to rainfall or in the event of a material spill.
9. Never clean machinery, tools, brushes, etc. or rinse containers into a street, gutter, storm drain or stream. See the *Building Maintenance and Remodeling* BMP flyer and ACCWP BMP brochures for more information. Contact the Public Works Department at 747-7930 for assistance with obtaining these documents.

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

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

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

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

14. Maintain and if necessary, repair, all erosion prevention and sediment control measures throughout the contract term. Replacement supplies should be kept on site. Site inspections shall be conducted before and after each storm event, and every 24 hours for extended storm events, to identify areas that contribute to erosion and sediment problems or any other pollutant discharges. If additional measures are needed, inform the City Engineer immediately and document all inspection findings and actions taken.

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

<u>Sampling Procedures</u>:

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

indicator parameters such as: pH, specific conductance, dissolved oxygen, conductivity, salinity, and TDS

- All field and/or analytical data shall be kept in the SWPPP document, which is to remain at the construction site at all times.

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

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

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

a. An undesirable pile of concrete on the jobsite, and

b. The possibility of debris on city streets.

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

These recommendations are intended to be used in conjunction with the State's Best Management Practices Municipal and Construction Handbooks, local program guidance materials from municipalities, Section 7.1.01, of the Standard Specifications and any other appropriate documents on storm water quality controls for construction. If you need assistance in checking these documents, contact Clean Water Program Specialist at 510-747-7930.

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

T. <u>RECYCLING OF CONCRETE AND ASPHALT MATERIALS</u>. The Contractor shall dispose of at least 80% of the removed concrete, rock, brick, asphalt or other similar materials to an approved materials recycling location other than a landfill. The 80% shall be determined by weight of materials. All disposal and recycling weight/receipt tags shall be submitted to the Engineer. Attached is a suggested list of facilities that will accept construction and demolition waste materials (Exhibit A). The Contractor shall submit a request, along with proof in writing, to the City Engineer of the Contractor's inability to comply with this requirement. .

The City of Alameda Administrative Instruction 36 requires that contractors doing business with the City of Alameda shall comply with the guidelines for use of recycled materials

(Exhibit K). The Contractor shall submit a Waste Reduction and Recycling Plan (WRRP, Exhibit L) prior to construction. The WRRP must be submitted for review and approved by the Public Works Staff before demolition. A Waste Reduction and Recycling Plan Final Summary Report (Exhibit M) must be filled out and signed by the Contractor at the project completion. The Contractor shall also submit a Waste Management Report (Exhibit N).

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

- The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations owned, leased, or supervised by the Contractor and the subcontractors for the construction, supply and service contracts entered into by the Contractor;

- Any facility to be utilized in the accomplishment of this contract is not listed on the Environmental Protection Agency's List of Violating Facilities pursuant to 40 CFR, Part 15.20;

- In the event a facility utilized in the accomplishment of this contract becomes listed on the EPA list, this contract may be canceled, terminated, or suspended in whole or in part;

- It will comply with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Water Pollution Control Act relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308, respectively, and all regulations and guidelines issued thereunder;

- It will promptly notify the Government of the receipt of any notice from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility utilized or to be utilized in the accomplishment of this contract is under consideration for listing on the EPA List of Violating Facilities;

- It will include the provisions of Paragraph a. through g. in every subcontract or purchase order entered into for the purpose of accomplishing this contract, unless otherwise exempted pursuant to the EPA regulations implementing the Air or Water Acts above (40 CFR, Part 15.5), so that such provisions will be binding on each subcontractor or vendor;

In the event that the Contractor or the subcontractor for the construction, supply and service contracts entered into for the purpose of accomplishing this contract were exempted from complying with the above requirements under the provisions of 40 CFR, Part 15.5 (a), the exemption shall be nullified should the facility give rise to a criminal conviction (see 40 CFR 15.20) during the accomplishment of this contract. Furthermore, with the nullification of the

exemption, the above requirements shall be effective. The Contractor shall notify the Government, as soon as the Contractor's or the subcontractors' facility is listed for having given rise to a criminal conviction noted in 40 CFR, Part 15.20.

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

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

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

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

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

Restricted Chemicals

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

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

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

General Pesticide Usage Practices

Contractor shall ensure implementation of the following practices:

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

Posting of Warning Notices Prior to Pesticide Application

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

Annual Pesticide Use Summary Report

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

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

Best Management Practices (BMPs)

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

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

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

SECTION III. SCOPE OF WORK

A. WORK TO BE DONE. The work to be done consists of furnishing all labor, tools, equipment, materials, methods, processes, implements and machinery, except as herein specified, which are necessary and required to replace or repair and put in complete order for use the portions of sidewalk, curb, gutter, driveway and road pavement designated in the work lists hereinafter referred to, within the City of Alameda (including Alameda Point) and to leave the grounds in a neat condition.

Locations in the form of a work list will be compiled on a weekly basis and issued by the Engineer to the Contractor for repair. Each work list will have about thirty (30) to thirty-five (35) repair locations. The Contractor shall review the issued work list and submit a work schedule within two (2) working days for approval by the Engineer. Once the work schedule is approved, the Contractor must start work on the work list within three (3) working days. From start work, each work list must be completed within fifteen (15) working days. Furthermore, in order to minimize disturbances to residents and public, repair locations must be concreted within five (5) working days from the start of break out.

A List of Tentative Locations for Repair is included as Exhibit J. The repair locations, as well as repair quantities shown, are for indicative purpose only to show the typical work to be done and are not binding. Total required quantities of work will be limited to available budget. The City reserves the right to instruct the Contractor to repair locations anywhere within the City of Alameda (including Alameda Point) and no claim will be entertained as a result of working on locations at different parts of the City. Repair locations under contract extensions, if any, will be located within the whole City of Alameda (including Alameda Point).

The Notice to Proceed (NTP) for this project is tentatively scheduled to be issued September 18, 2014.

The Initial Project Submittal Package shall address the entire project, and shall include the Traffic Control Plan (first 20 working days at minimum), SWPPP, Waste Reduction and Recycling Plan, and the full project schedule. Contractor shall not commence work in the field until Engineer has approved the Initial Project Submittal Package.

The Contractor shall have one hundred eighty (180) consecutive working days from the date the work is to commence pursuant to the Notice to Proceed to complete the work.

Contractor is advised to remove all equipment from the streets identified as route, detour, and/or staging areas for the 4th of July Parade, during the period of July 1, 2 p.m. through 8 a.m. July 5. No removal of concrete, asphalt or pavement markings shall be allowed on these streets unless they are restored in full at least 24 hours prior to July 1.

Contractor shall not work during City holidays. Remaining City holidays for 2014 include:

Independence Day	Friday, July 4, 2014
Labor Day	Monday, September 1, 2014
Veteran's Day	Tuesday, November 11, 2014
Thanksgiving Day	Thursday, November 27, 2014
Day after Thanksgiving Day	Friday, November 28, 2014
Christmas Day	Thursday, December 25, 2014

The following City events are planned for Calendar Year 2014:

Event	**Date**
Spring Festival (Park Street)	May 10 and 11, 2014
July 4th Parade	July 4, 2014
Art and Wine Faire (Park Street)	July 26 and 27, 2014
Webster Street Jam	September 6 and 7, 2014
Classic Car Show (Park Street)	October 11, 2014
Trick or Treat at Webster Street	October 31, 2014
Santa on Webster Street	December 13, 2014
Concerts at the Cove	2nd Friday in June, July and August 2014

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

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

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

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

Work performed on force account shall be paid on a time and materials basis plus ten percent (10%). For work done by a subcontractor, an additional five percent (5%) markup is

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

All force account work shall be recorded and tracked daily upon Time and Material Tentative Extra Work Order report sheets furnished by the Contractor to the Engineer and signed by both parties, which daily reports shall thereafter be considered the true record of force account work done. Verification of time and materials shall be made on a daily basis by the Inspector or by his/her designee.

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

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

SECTION IV. CONTROL

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

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

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

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

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

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

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

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

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

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

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

Addenda will be posted on the city's website for those specifications that are available for downloading Addenda will be forwarded by fax or email, followed by mail, to prospective bidders who have purchased a set of these specifications from the City's Public Works Department and have furnished contact information. If the addendum is issued after a pre-bid meeting is held, the addendum will also be forwarded by fax or email, followed by mail, to all attendees who have furnished contact information. **All prospective bidders are responsible for inquiring at the Public Works Department (510-747-7930) within four (4) working days prior to the bid opening, to determine if any addenda have been issued.** Do not rely upon third party providers of the original plans and specs to issue all addenda. Contractor shall acknowledge receipt of all addenda on the Bid and those Bids that do not have acknowledgment of all addenda will be considered non-responsive.

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

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

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

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

AND/OR

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

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

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

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

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

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

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

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

Working hours in the field are restricted to 8 AM through 5 PM, Monday through Thursday, excluding City Holidays, and shall constitute "normal working hours." The Public Works Department Inspectors work on Friday's and can be reached at 510-747-7900. In some locations, as noted on the Plans, normal working hours may be further restricted to avoid traffic and/or school-related conflicts. Any work in the field performed outside of these hours, including but not limited to construction, clean up, placement of traffic control devices, and mobilization/demobilization, shall be subject to removal and the Contractor fined $5,000 per incident, unless such work has been previously authorized by the Engineer in writing.

Inspection hours for construction shall be from 8 AM through 4 PM, Monday through Thursday, excluding City Holidays, and shall constitute "normal inspection hours." The Public Works Department Inspectors work on Friday's and can be reached at 510-747-7900. Unless prior written authorization has been received from the Engineer, the Contractor shall not perform any work outside of these hours except for general clean up, demobilization, and placement of no-parking signs. The Contractor shall pay the salary and benefits, including overtime, of the City employee(s) for inspection of any work performed outside of the normal inspection hours. Projects financed in whole or in part with state funds shall be subject to inspection at all times by the Director of Public Works of the State of California, or his agents.

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

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

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

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

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

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

The Contractor shall be held responsible for and must make good any defects through faulty, improper or inferior workmanship or materials arising from or discovered in any part of the contract work within one year of the completion and acceptance of the same. The bond for faithful performance, furnished by the Contractor, shall cover such defects and protect the City of Alameda against any and all such defects.

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

SECTION V. CONTROL OF MATERIAL

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

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

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

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

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

SECTION VI. PROSECUTION AND PROGRESS

A. PROGRESS OF THE WORK AND TIME FOR COMPLETION. The Contractor shall submit the Initial Project Submittal Package to the City Engineer for review. The Initial Project Submittal Package shall address the entire project, and shall include the Traffic Control Plan (first 20 working days at minimum), SWPPP, Waste Reduction and Recycling Plan, and the full project schedule. Contractor shall not commence work in the field until Engineer has approved the Initial Project Submittal Package.

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

The Contractor shall submit a three week look-ahead work schedule every Monday and upon the issuance of any change order that alters the contract's schedule. Engineer shall have ten (10) working days to respond to the updated work schedule, and Contractor shall abide by most recently approved schedule until a new one has been approved in writing by the Engineer.

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

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

1. Backfill and resurface failed area locations the same working day as the start of break out.
2. Resurface planed AC areas within three (3) working days from the day the areas were planed. The streets shall be swept, repeatedly if necessary, to minimize loose material.
3. Schedule removal and reconstruction of curb, gutter, and culverts so that only one side of the street is under construction on any one day, and parking and unimpeded pedestrian passage remains available on the opposite side of the street.
4. Not apply the slurry seal on streets the same day that trash and recycling pickup is scheduled.

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

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

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

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

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

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

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

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

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

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

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

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

H. INCENTIVE CLAUSE**.** For the Repair of Portland Cement Concrete Sidewalk, Curb, Gutter, Driveway & Minor Street Patching, FY 2014/2015, Phase 15 work, the City is offering an incentive for satisfactory completion of work prior to the specified time for completion of each work list, as specified in Sections I, III, VI, and XI. To qualify for the incentive the Contractor shall submit a work schedule within two (2) working days after receiving a work list for approval by the Engineer and start work within three (3) working days upon approval of the schedule. Furthermore each work list must be completed at least one day prior to the specified deadline of fifteen (15) working days after start of work, and the repair locations must be concreted within five (5) working days from the start of break out. Exception to the above rule is that when a repair location is chosen by the Engineer for any of the following treatments:

- Exposure of tree roots by Airspading
- Tree removal and grinding of tree stump
- Review of tree condition by City consulting arborist

The Project has a few locations that will have tree root problems. The City will create an exception list for the tree problem locations. This exception list will have a maximum of 10 locations. The locations in the exception list will be added or deleted based on the condition after the tree root has been exposed and evaluated. When the sidewalk is opened up for replacement or repair, if the City finds that the tree root cannot be pruned and the tree needs to be removed, then a temporary sidewalk must be added. The process to remove a City tree takes about two (2) months. Incentive pay for each exception list will be determined by the engineer or inspector, based upon meeting the agreed upon deadline.

The completion of these chosen repair locations will not be included in the assessment for the purpose of the incentive for the respective work list. All work must be completed in accordance with the contract document and to the satisfaction of the Engineer and with minimum disturbance to the residents and public. The incentive shall be for the sum of Five Hundred Dollars ($500.00) for each work list. The total compensation under this incentive program shall not exceed the sum of Four Thousand Dollars ($4,000.00), regardless of the number of work lists that are required to be completed under the contract.

SECTION VII. MEASUREMENTS AND PAYMENT

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

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

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

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

Three Hundred Dollars ($300.00). No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

Partial Payments

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

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

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

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

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

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

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

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

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

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

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

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

E. PAYMENT OF THE RETENTION. The City Engineer shall, after the completion of the contract, total all amounts retained under the provisions of the contract. Final payment of retention shall be in conformance with Public Contract Code Section 7101.

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

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

SECTION VIII. SPECIAL PROVISIONS

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

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

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

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

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

SECTION IX. QUANTITIES

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

Quantities shall be determined by the Contractor from plans and specifications, and /or pre-construction meeting and walk - through. Any discrepancy or conflict shall be reported to the Project Manager. Contractor shall be held responsible for any discrepancies or conflicts not reported to the Project Manager seventy-two (72) hours prior to the bid opening.

The basis of award of contract shall be by the City of Alameda for the lowest and best bid that will best serve the City's need. **The contract may be awarded with Base Bid only or Base Bid with any combination of Add Alternates at the discretion of the City, or depending on available funding.**

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

TABULATION OF PRELIMINARY ESTIMATE OF QUANTITIES

Item No.	Description	Quantity	Unit
BASE BID			
1.	3" Thick P.C.C. Sidewalk	36,000	square foot
2.	Standard Concrete Curb	840	linear foot
3.	8" Thick P.C.C. Gutter	660	square foot
4.	4" Thick P.C.C. Residential Driveway	2,400	square foot
5.	6" Thick P.C.C. Commercial Driveway	180	square foot
6.	Concrete Sawing	1,200	linear foot
7.	Asphalt Concrete Removal, Replacement with P.C.C. Pavement Base & Street Paving	600	square foot
8.	Exposure of Tree Roots by Airspading	2	each
9.	3” Thick Drainrock	900	square foot
10.	Filter Fabric	1,200	square foot
11.	Herbicidal Geofabrics	1,200	square foot
12.	PVC Conduit under Sidewalk	180	linear foot
13.	3” Thick Landscape Topsoil	620	square foot
14.	3” Thick Landscape Gravel, Natural River Gravel (Yuba Rock)	60	square foot

TABULATION OF PRELIMINARY ESTIMATE OF QUANTITIES (Continued)

Item No.	Description	Quantity	Unit
BASE BID (Continued)			
15.	2” Temp PCC Sidewalk	600	square foot
16.	Allowance for Incentives	5	each
17.	Red Curb Painting	24	Linear Foot

Item No.	Description	Quantity	Unit
ADD ALTERNATE No. 1			
	Grinding of Tree Stump		
1.	Less Than 1 foot in Diameter	2	each
2.	Between 1 foot and 2 feet in Diameter	1	each
3.	Between 2 feet and 3 feet in Diameter	2	each
4.	Over 3 feet in Diameter	1	each

Item No.	Description	Quantity	Unit
ADD ALTERNATE No. 2			
1.	3" Thick P.C.C. Sidewalk	20,000	square foot
2.	Standard Concrete Curb	430	linear foot
3.	8" Thick P.C.C. Gutter	400	square foot
4.	4" Thick P.C.C. Residential Driveway	1,200	square foot
5.	6" Thick P.C.C. Commercial Driveway	150	square foot
6.	Concrete Sawing	800	linear foot
7.	Asphalt Concrete Removal, Replacement with P.C.C. Pavement Base & Street Paving	310	square foot

The City reserves the right to increase or decrease the quantity of such items as may be required based on available funding.

A List of Tentative Locations for Repair is included as Exhibit J. The repair locations as well as repair quantities shown are for indicative purpose only to show the typical work to be done and are not binding. Total required quantities of work will be limited to available budget. The City reserves the right to instruct the Contractor to repair locations anywhere within the City of Alameda (including Alameda Point) and no claim will be entertained as a result of working on locations at different parts of the City. Repair locations under contract extensions, if any, will be located within the whole City of Alameda (including Alameda Point)

SECTION X. MATERIALS

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

SECTION XI. DESCRIPTION AND LOCATION OF WORK

A. DESCRIPTION OF WORK The work is for the repair and/or construction of Portland Cement Concrete sidewalk, curb, gutter, driveway, and minor street patching in the streets of the City of Alameda. The work to be done consists of furnishing all labor, tools, equipment, materials, methods, processes, implements and machinery, except as herein specified, which are necessary and required to replace or repair and put in complete order for use the portions of sidewalk, curb, gutter, driveway and road pavement designated in the work lists hereinafter referred to, within the City of Alameda (including Alameda Point) and to leave the grounds in a neat condition.

Locations, in the form of a work list, will be compiled on a weekly basis and issued by the Engineer to the Contractor for repair. Each work list will have about thirty (30) to thirty-five (35) repair locations. The Contractor shall review the issued work list and submit a work schedule within two (2) working days for approval by the Engineer. Once the work schedule is approved, the Contractor must start work on the work list within three (3) working days. From start work, each work list must be completed within fifteen (15) working days. Furthermore, in order to minimize disturbances to residents and public, repair locations must be concreted within five (5) working days from the start of break out.

A List of Tentative Locations for Repair is included as Exhibit J. The repair locations, as well as repair quantities shown, are for indicative purpose only to show the typical work to be done and are not binding. Total required quantities of work will be limited to available budget. The City reserves the right to instruct the Contractor to repair locations anywhere within the City of Alameda (including Alameda Point) and no claim will be entertained as a result of working on locations at different parts of the City. Repair locations under contract extensions, if any, will be located within the whole City of Alameda (including Alameda Point).

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

B. PLANS The following drawings are incorporated into these Specifications:

TITLE	DRAWING NO.	CASE NO.
Standard Plan Curb, Gutter, Sidewalk and Driveway	6297	24
Standard Plan Curb, Gutter, Sidewalk and Driveway	6295B	24

TITLE	DRAWING NO.	CASE NO.
Detail of Reinforcing Required in Side-walk Around Utility Boxes	6080	22
Sidewalk Replacement at Major Tree Locations	8603	22
Standard Plan, 30” Culvert	2723	14
Detectable Warning Surface Curb Ramp Details (Revised Standard Plan RSP A88A)		
Standard Catch Basin, Type 1	6980	14

SECTION XII. CONSTRUCTION DETAILS

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

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

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

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

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

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

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

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

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

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

No additional compensation will be allowed the Contractor for providing for the free passage of traffic through the work. Construction work hours are restricted between 9:00 AM to 4:00 PM, Monday through Friday.

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

Contractor shall be responsible for posting "No Parking-Tow Away" signs for the seventy-two (72) hours prior to construction. Contractor must obtain these signs at his/her own expense from the City's Planning and Building Office or at the Department of Public Works. <u>No Parking-Tow Away signs shall be posted only when work is being performed by the Contractor at the posted locations. No Parking-Tow Away signs shall display a date range no longer than 2 weeks at any given time. A revision in date range requires re-posting.</u>

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

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

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

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

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

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

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

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

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

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

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

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

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

D. EQUAL AND/OR APPROVED EQUAL

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

E. DISPOSAL OF EXCAVATED MATERIALS. Salvable materials will be disposed of as directed by the Engineer. The Contractor shall dispose of at least 80% of the removed concrete, rock, brick, asphalt or other similar materials to an approved materials recycling location other than a landfill. The 80% shall be determined by weight of materials. All disposal and recycling weight/receipt tags shall be submitted to the Engineer. In Exhibit A is a suggested list of facilities that will accept construction and demolition waste materials. The Contractor shall submit a request and proof in writing if unable to achieve this 80% goal. Other waste materials shall be disposed of in localities outside of the City of Alameda at the discretion of the Contractor.

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

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

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

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

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

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

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

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

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

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

H. UTILITY RELOCATION. The known existing utilities and pipelines except building connections (laterals) are shown on the Drawings in their approximate location. The Contractor shall exercise care in avoiding damage to all utilities, as he/she will be held responsible for their

repair if damaged. There is no guarantee that all utilities or obstructions are shown, or that locations indicated are accurate. Utilities are piping, conduits, wire, cable, poles, ducts, manholes, pull boxes and the like, located at the project site.

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

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

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

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

Any necessary relocations of utilities, whether shown on the Drawings or not, shall be coordinated with the affected utility. The Contractor shall perform the relocation only if instructed to do so in writing from the utility and the Engineer. Payment for work not shown on the Drawings shall be in accordance with Section VII, Article B, of these specifications or for a price previously agreed upon in writing, by the Contractor and the Engineer. If the Contractor does not expose all required utilities, he shall not be entitled to additional compensation for work necessary to avoid interferences, nor for repair to damaged utilities.

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

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

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

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

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

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

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

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

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

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

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

1. **SIDEWALK, PORTLAND CEMENT CONCRETE [BASE BID AND ADD ALTERNATE NO. 2 - BID ITEM NO. 1]**. Sidewalk shall be three-inch (3") Portland cement concrete sidewalk, constructed in accordance with the Standard Specifications, Section 73, Articles 73-1.01, 73-1.02, 73-1.03, 73-1.04 and 73-1.07. Sections of sidewalk designated as residential or commercial driveway shall be surfaced with four inches (4") or six inches (6"), respectively, of Portland cement concrete. All sidewalk constructed shall be given the same

surface finish as the surrounding sidewalk except that the smooth jointed edge finish on both sides of the score mark will not be required, and the surface shall be colored by adding to the mix a proportionate amount of the best quality lampblack, such proportion to be 1½ lbs. lampblack per each cubic yard.

Damage to existing sidewalk or driveways beyond the limits shown on the plans, or reconstruction required by the Engineer, caused by carelessness or inefficiency of the Contractor, shall be repaired or replaced at his expense.

Payment for construction of new sidewalk and reconstruction of existing sidewalk will be at the contract price per square foot, and will include mobilization, excavation, removal and disposal of existing concrete sidewalk required to be constructed, preparation and compaction of subgrade, excavation and backfill, if necessary.

The Contractor should be aware that existing sidewalks may be more than three inches in thickness. No additional compensation shall be paid to the Contractor for breaking up, for excavating, for removal and disposal of existing materials, for importing borrow and additional concrete to fill voids, if and as necessary, where the existing concrete section exceeds three-inch (3") thickness.

2. **CURB, PORTLAND CEMENT CONCRETE [BASE BID AND ADD ALTERNATE NO. 2 – BID ITEM NO. 2]**. Curb shall be of Portland cement concrete and shall conform to City Standard Drawings, and shall be constructed in accordance with Section 73, Articles 73-1.01, 73-1.02, 73-1.04 and 73-1.05 of the Standard Specifications.

Payment shall be at the contract unit price per linear foot of curb, complete and in place, and will include mobilization, excavation, backfill, removal and disposal of excess material, including existing concrete curb, and preparation and compaction of subgrade.

The Contractor should be aware that existing curbs may be more than fifteen inches (15”) in depth. No additional compensation shall be paid to the Contractor for breaking up, for excavating, for removal and disposal of existing materials, for importing borrow and additional concrete to fill voids, if and as necessary, where the existing concrete section exceeds fifteen inch (15") in depth.

3. **GUTTER, PORTLAND CEMENT CONCRETE [BASE BID AND ADD ALTERNATE NO. 2 - BID ITEM NO. 3]**. Gutter shall be eight-inch (8") Portland cement concrete and shall conform to City Standard Drawings, and shall be constructed in accordance with Section 73, Articles 73-1.01, 73-1.02, 73-1.04 and 73-1.07 of the Standard specifications.

Payment shall be at the contract unit price per square foot of gutter, complete and in place, and will include mobilization, excavation, backfill, removal and disposal of excess material, including existing concrete gutter, and preparation and compaction of subgrade.

The Contractor should be aware that existing gutters may be more than eight inches in thickness. No additional compensation shall be paid to the Contractor for breaking up,

for excavating, for removal and disposal of existing materials, for importing borrow and additional concrete to fill voids, if and as necessary, where the existing concrete section exceeds eight-inch thickness.

4. **DRIVEWAY, PORTLAND CEMENT CONCRETE RESIDENTIAL AND COMMERCIAL [BASE BID AND ADD ALTERNATE NO. 2 – BID ITEM NO's. 4 AND 5]**. Residential driveways and their approaches shall be of Portland cement concrete four inches (4") thick, and shall conform to City Standard Drawings. Commercial driveways and their approaches shall be of Portland cement concrete six inches (6") thick, and shall conform to City Standard Drawings. Replacement of the driveway may be of the sidewalk edge, partial, or extending into the sidewalk, depending on the slope conditions.

Payment shall be at the contract unit price per square foot of residential or commercial driveway, complete and in place, and will include mobilization, excavation, backfill, removal and disposal of excess material, including existing concrete driveway, and preparation and compaction of subgrade.

The Contractor should be aware that existing driveways may be more than six inches in thickness. No additional compensation shall be paid to the Contractor for breaking up, for excavating, for removal and disposal of existing materials, for importing borrow and additional concrete to fill voids, if and as necessary, where the existing concrete section exceeds six inch (6") thickness.

5. **CONCRETE SAWING [BASE BID AND ADD ALTERNATE NO. 2 - BID ITEM NO. 6]**. At locations designated by the Engineer, the existing concrete shall be sawed by means of a power-driven pavement saw. Wet saw cutting shall be performed so that no dry concrete dust will be generated. The cut shall be a minimum of 1½" deep and straight; and if two cuts are made, they shall be parallel. The cut shall be deep enough to permit complete breakage of the concrete with no ragged or broken edges showing at the surface. Sawcut debris and slurry are not permitted to enter the storm drain system and shall be vacuumed up and properly disposed of off site by the contractor.

Payment shall be at the contract unit price per linear foot of concrete sawing. Such payment shall include compensation for mobilization, furnishing all labor, tools, equipment and materials.

6. **ASPHALT REMOVAL AND REPLACEMENT WITH P.C.C. PAVEMENT BASE AND STREET PATCHING [BASE BID AND ADD ALTERNATE NO. 2 - BID ITEM NO. 7]**. At locations designated by the Engineer, the Contractor shall remove that portion of street pavement and/or obstruction to a depth of nine and one-half inches (9½"). The street area shall then be compacted to 90 percent compaction. A concrete cap eight inches (8") thick shall be placed on the street area to within one and one-half inches (1½") from the existing pavement grade, such proportion to be determined by the Engineer. A 1 ½" ± surface course of ½" fine asphalt concrete shall be placed on top of the PCC pavement base. Loose materials shall be removed and all surfaces shall be primed with an asphalt paint binder and asphalt concrete shall be placed and compacted so as to provide a smooth finished street surface. All asphalt concrete shall meet the requirements of the standard specification Section 39.

Payment shall be at the contract unit price per square foot of concrete sawing, P.C.C. Pavement Base and street patching, complete and in place; such payment shall include compensation for mobilization, excavation, backfill and disposal of excess materials.

7. **EXPOSURE OF TREE ROOTS BY AIRSPADING [BID ITEM NO. 8]**. At a location around a tree designated by the Engineer, the Contractor shall perform pneumatic excavation around the tree to a depth of six inches, on a plan area of about five feet wide by 30 feet long, so that the tree root could be exposed for the inspection by the City arborist. Technical information about the AIR SPADE Series 2000 is provided in Exhibit Q.

Where necessary, the related areas shall be kept moist and covered for 24 hours before the airspading operation. During the airspading operation, the adjacent areas shall be kept clean and free from dust and soil. All debris shall be picked up and haul away to contractors dump site. Moist burlap shall be placed on top of any roots exposed during the airspading operation.

After inspection of the exposed roots, and necessary trimming/cutting of roots by the City arborist or delegated representative, and as directed by the Engineer, the Contractor shall cover the excavated area by ½" nominal size aggregates to a level as directed by the Engineer. Filter fabric (Mirascape by Mirafi, or similar approved) shall be installed on top of the aggregates in accordance with the manufacturer's installation recommendations. Regular 3" thick P.C.C. sidewalk shall then be installed on top of the fabric.

Payment shall be at the contract unit price per each tree location for exposure of tree roots by airpsading. Such payment shall include compensation for mobilization, pneumatic excavation by the airspading method, keeping the area moist 24 hours before the operation, keeping the adjacent area clean and free from dust and soil during the operation, cleaning and hauling away debris generated by the operation, providing moist burlap to protect exposes roots, keeping the excavated area safe from the public, providing and installing aggregates and filter fabrics. Breaking out of existing sidewalk and installation of new sidewalk shall be paid separately (see Bid Item No. 1).

8. **DRAINROCK LAYER UNDER SIDEWALK [BID ITEM NO. 9]**. At locations designated by the Engineer, and in conjunction with the repair of PCC sidewalk (Bid Item No. 1), the Contractor shall provide and install a layer of three-inch thick drain rock before construction of the new PCC sidewalk.

The drainrock shall be ¾-inch nominal size, consist of hard, durable, clean gravel or crushed stone. After breaking out the old sidewalk concrete, the Contractor shall carefully excavate down three inches. Tree roots shall be cut or shaved as directed by the Engineer. A layer of drainrock, three inches in thickness, shall then be installed. Normally, the Engineer will instruct that a layer of filter fabric (see Bid Item No. 10) be installed on top of the layer of drainrock. The new PCC sidewalk shall then be constructed to the finish level.

Payment shall be at the contract unit price per square foot of drainrock, complete and in place; such payment shall include compensation for mobilization, excavation and disposal of base soil to provide the space for the drainrock, providing and installing the drainrock layer. Repair of PCC sidewalk and filter fabric will be paid separately (see Bid Items No. 1 and 10).

9. **FILTER FABRIC [BID ITEM NO. 10]**. At locations designated by the Engineer, and in conjunction with the repair of PCC sidewalk (Bid Item No. 1), the Contractor shall provide and install filter fabric before construction of the new PCC sidewalk.

Filter fabric shall be Mirascape by Mirafi, or similar approved, and shall be installed in accordance with the manufacturer's installation recommendations. Contractor shall submit samples and technical information of the proposed filter fabric to the Engineer for approval prior to ordering material.

Filter fabric shall be handled, stored, transported, and installed in strict accordance with the manufacturer's instructions.

Normally, the Engineer will instruct that a layer of filter fabric be installed on top of the layer of aggregate (see Bid Item No. 9). The new PCC sidewalk shall then be constructed to the finish level.

Payment shall be at the contract unit price per square foot of filter fabric, complete and in place. Such payment shall include compensation for mobilization, providing and installing the filter fabric. Repair of PCC sidewalk and the layer of aggregate will be paid separately (see Bid Items No. 1 and 9).

10. **HERBICIDAL GEOFABRICS [BID ITEM NO. 11]**. At locations designated by the Engineer, and in conjunction with the repair of PCC sidewalk (Bid Item No. 1), the Contractor shall provide and install herbicidal geofabric horizontally on top of the base soil before construction of the new PCC sidewalk.

Herbicidal geofabric shall be BioBarrier manufactured by Reemay Inc., or equal. Technical information about Biobarrier is provided in Exhibit Q. Contractor shall submit samples and technical information of the proposed herbicidal geofabric to the Engineer for approval prior to ordering material.

Herbicidal geofabric, including the containers, shall be handled, stored, transported, installed and disposed of in strict accordance with the manufacturer's instructions.

Payment shall be at the contract unit price per square foot of herbicidal geofabric, complete and in place; such payment shall include compensation for mobilization, providing and installing the herbicidal geofabric, necessary precautions that are required in acquisition, handling, storage, transport, disposal of associated and excess materials. Repair of PCC sidewalk will be paid separately (see Bid Item No. 1).

11. **PVC CONDUIT UNDER SIDEWALK [BID ITEM NO. 12]**. At locations designated by the Engineer, and in conjunction with the repair of PCC sidewalk (Bid Item No. 1), the Contractor shall provide and install PVC conduit under new PCC sidewalk for future irrigation installation by the homeowners.

The PVC conduit shall be Schedule 40 polyvinylchloride (PVC) pipe, 1.5 inches in diameter, white in color. It shall be laid horizontally, directly underneath the new 3-inch thick PCC sidewalk. The length of the PVC conduit shall be longer than the width of the PCC sidewalk above it by 12 inches on each end (a total of 24 inches). Both ends of the PVC conduit shall be protected by electrical tape to prevent soil from getting into the pipe. After completion of the PCC sidewalk and backfilling of adjacent soil, the location of the PVC conduit shall be marked by irrigation flag markers for future identification.

Payment shall be at the contract unit price per linear foot of PVC conduit, complete and in place; such payment shall include compensation for mobilization, providing and installing the pipe (with electrical tape protection and irrigation flag markers), excavation, backfill and disposal of excess materials.

12. **LANDSCAPE AREA, TOPSOIL [BID ITEM NO. 13]**. At locations designated by the Engineer, the Contractor shall install/replace topsoil. These locations will primarily be in the area between the sidewalk and curb.

The area shall be prepared by removing existing PCC concrete. Damage to existing sidewalk, curb, or other improvements beyond the limits shown on the plans, or reconstruction required by the Engineer, caused by carelessness or inefficiency of the Contractor, shall be repaired or replaced at Contractor's expense.

Topsoil shall be lawn grade topsoil suitable for the establishment of new lawn. A layer of topsoil shall be applied on top of the prepared area to bring the finished top level of the topsoil to the same level with adjacent top of curb and sidewalk. The thickness of this layer of topsoil should normally be three inches (3"), but can be more depending on the thickness of the existing PCC concrete. Compact topsoil to 80% based on Field Impact Method. Sample of the topsoil as well as the supply source shall be submitted to the Engineer for approval prior to material ordering.

Payment shall be at the contract unit price per square foot of topsoil, complete and in place; such payment shall include compensation for mobilization, removal of existing concrete, excavation, backfill, compaction and disposal of excess materials. Such payment shall also include compensation for providing and installing the topsoil.

The Contractor should be aware that existing sidewalks and concrete area between sidewalk and curb may be more than three inches (3") in thickness. No additional

compensation shall be paid to the Contractor for breaking up, for excavating, for removal and disposal of existing materials, for importing borrow and additional topsoil to fill voids, if and as necessary, where the existing concrete section exceeds three inch (3") thickness.

13. **LANDSCAPE AREA, NATURAL RIVER GRAVEL (YUBA ROCK) [BID ITEM NO. 14]**. At locations designated by the Engineer, the Contractor shall install/replace natural river gravel. These locations will primarily be in the area between the sidewalk and curb.

The area shall be prepared by removing existing PCC concrete. Damage to existing sidewalk, curb or other improvements beyond the limits shown on the plans, or reconstruction required by the Engineer, caused by carelessness or inefficiency of the Contractor, shall be repaired or replaced at his expense.

Weed barrier fabric (Mirascape by Mirafi, or similar approved) shall be installed in accordance to the manufacturer's installation recommendations.

Natural river gravel shall be Yuba Quartz (or sometimes called Yuba Rock) from the rivers of Northern California such as the Yuba River. It is ½" x ¾" round gravel, with a mixture of colors: cream, white, black and gray.

A three-inch layer of natural river gravel shall then be applied on top of the weed barrier fabric. Sample of the natural river gravel as well as the supply source shall be submitted to the Engineer for approval prior to material ordering. The finished top level of the natural river gravel shall be at the same level with adjacent top of curb and sidewalk.

Payment shall be at the contract unit price per square foot of landscape area, natural river gravel, complete and in place; such payment shall include compensation for mobilization, removal of existing concrete, excavation, backfill and disposal of excess materials. Such payment shall also include compensation for providing and installing the weed barrier fabric, and the natural river gravel.

The Contractor should be aware that existing sidewalks and concrete area between sidewalk and curb may be more than three inches in thickness. No additional compensation shall be paid to the Contractor for breaking up, for excavating, for removal and disposal of existing materials, for importing borrow and additional natural river gravel to fill voids, if and as necessary, where the existing concrete section exceeds three inch (3") thickness.

14. **TEMPORARY SIDEWALK, PORTLAND CEMENT CONCRETE [BID ITEM NO. 15]**. Temporary sidewalk shall be two-inch (2") Portland cement concrete sidewalk, constructed as per the City inspector/engineer's direction. All temporary sidewalk constructed shall be given the same surface finish as the surrounding sidewalk except that the smooth jointed edge finish on both sides of the score mark will not be required, and the surface shall be colored by adding to the mix a proportionate amount of the best quality lampblack, such proportion to be 1½ lbs. lampblack per each cubic yard.

Damage to existing sidewalk or driveways beyond the limits shown on the plans, or reconstruction required by the Engineer, caused by carelessness or inefficiency of the Contractor, shall be repaired or replaced at his/her expense.

Payment for construction of temporary sidewalk and reconstruction of existing sidewalk will be at the contract price per square foot, and will include mobilization, excavation, removal and disposal of existing concrete sidewalk required to be constructed, preparation and compaction of subgrade, excavation and backfill, if necessary. Contractor shall be required to add a sufficient quantity of aggregate base, if native material is suitable as base it can be reused for the aggregate base to insure that temp sidewalk conform to existing grade.

The Contractor should be aware that existing sidewalks may be more than three inches in thickness. No additional compensation shall be paid to the Contractor for breaking up, for excavating, for removal and disposal of existing materials, for importing borrow and additional concrete to fill voids, if and as necessary, where the existing concrete section exceeds three-inch (3") thickness.

15. **ALLOWANCE FOR INCENTIVES [BID ITEM NO. 16]**. In accordance with Section VI, Prosecution and Progress, Article F, Incentive Clause, of the Specifications, the City is offering an incentive for satisfactory completion of work prior to the specified time for completion of each work list, as specified in Sections I, III, VI and XI. To qualify for the incentive the Contractor shall submit a work schedule within two (2) working days after receiving a work list for approval by the Engineer and start work within three (3) working days upon approval of the schedule. Furthermore each work list must be completed at least one day prior to the specified deadline of fifteen (15) working days after start of work, and the repair locations must be concreted within five (5) working days from the start of break out. Exception to the above rule is that when a repair location is chosen by the Engineer for any of the following treatments:

- Exposure of tree roots by Airspading
- Tree removal and grinding of tree stump
- Review of tree condition by City consulting arborist

The Project has a few locations that will have tree root problems. The City will create an exception list for the tree problem locations. This exception list will have a maximum of 10 locations. The locations in the exception list will be added or deleted based on the condition after the tree root has been exposed and evaluated. When the sidewalk is opened up for replacement or repair, if the City finds that the tree root cannot be pruned and the tree needs to be removed, then a temporary sidewalk must be added. The process to remove a City tree takes about two (2) months. Incentive pay for each exception list will be determined by the engineer or inspector, based upon meeting the agreed upon deadline.

The completion of these chosen repair locations will not be included in the assessment for the purpose of the incentive for the respective work list. All work must be completed in accordance with the contract document and to the satisfaction of the Engineer and with minimum disturbance to the residents and public. The incentive shall be for the sum of Five Hundred Dollars ($500.00) for each work list. The total compensation under this incentive program shall not exceed the sum of Two Thousand Five Hundred Dollars ($2,500), regardless of the number of work lists that are required to be completed under the contract.

16. **RED CURB PAINTING [BID ITEM NO. 17]**. The work shall consist of the red curb painting at location(s) designated by the Engineer. Red curb painting shall be including the application of one coat of ENNIS LEAD free water born traffic paint or MARKS lead free water born traffic paint in Alameda, or approval of maintenance department. Top and face of curb shall be painted.

Payment The quantity of red curb painting shall be at the contract linear foot price; such payment shall include compensation for furnishing all labor, materials, tools, 75equipment and incidentals and for doing all the work involved in painting, complete and in place, as directed by the inspector, as specified in these specifications.

17. **GRINDING OF TREE STUMP [ADD ALTERNATE NO. 1, BID ITEM NO's. 1 - 4]**. At locations designated by the Engineer, the Contractor shall grind the stump of trees that had been cut by the City's Maintenance Division or cut by others. In normal cases, the tree removal will leave a tree trunk of about 24 inches above ground. The Contractor shall remove this part of the tree trunk, as well as the stump to a depth of 24 inches, by grinding. Where necessary, the sidewalk around the tree should be removed. Prior approval shall be obtained from the Engineer regarding sidewalk removal.

Payment shall be at the contract unit price per each City tree stump grinded; such payment shall include compensation for mobilization, grinding of the tree stump, any associated excavation, removal of grinded materials of stump, backfill with suitable materials. Removal and replacement of sidewalk will be paid separately (please see Bid Item No. 1).

SECTION XIII. MANDATORY PRE-CONSTRUCTION MEETING SUBMITTALS

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

- Construction Schedule
- Traffic Control Plan

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

EXHIBITS

EXHIBIT ‘A’

LIST OF PROCESSORS BY MATERIAL

List of Processors by Material

EXHIBIT "A"

LIST OF PROCESSORS BY MATERIAL

This guide is a listing of facilities/processors that accept construction and demolition waste materials. This is not a complete and comprehensive list; it is intended to be a quick reference guide to assist contractors and the general public to recycle their construction and demolition debris.

Please call each facility for accepted materials, hours of operation, and the terms and conditions prior to delivering your materials.

ASPHALT & CONCRETE

AMAN ENVIRONMENTAL CONSTRUCTION (510) 553-0110
8300 Baldwin Street, Oakland
. Clean asphalt
. Clean concrete

CALMAT (925) 485-1279
501 El Charo Road, Pleasanton
. Clean asphalt
. Clean concrete

COUNTY QUARRY PRODUCTS, INC. (510) 682-0707
5501 Imhoff Drive, Martinez
. Clean asphalt
. Clean concrete
. Concrete with rebar
. Concrete roofing
. Tiles, gravel, porcelain

CURTNER QUARRY (510) 793-8861
2000 Scott Creek Road, Milpitas
. Clean concrete
. Clean asphalt (broken or grindings)
. Concrete roofing
. Tiles, gravel, porcelain

DAVIS STREET TRANSFER STATION (510) 638-2303
2615 Davis Street, San Leandro

DORN RECYCLERS (925) 449-9328
Livermore
(May pickup: large quantities)

DUTRA MATERIALS (510) 887-8070
4001 West Winton Avenue, Hayward
. Clean asphalt
. Clean concrete
. Concrete with rebar
. Concrete roofing
. Tiles, gravel, porcelain

LA VISTA QUARRY (510) 538-5085
28814 Mission Boulevard, Hayward
. Clean asphalt
. Clean concrete
. Concrete with rebar
. Concrete roofing
. Tiles, gravel, porcelain

RAISCH PRODUCTS (408) 227-9222
2122 Old Calaveras Road, Milpitas
. Clean asphalt
. Clean concrete
. Concrete with rebar
. Concrete roofing
. Tiles, gravel, porcelain

RAISCH PRODUCTS (408) 734-4245
1444 Borregas Avenue
. Clean asphalt
. Clean concrete
. Concrete with rebar
. Concrete roofing
. Tiles, gravel, porcelain

RAISCH PRODUCTS (510) 623-5870
7010 Auto Mall Parkway, Fremont
. Clean asphalt
. Clean concrete
. Concrete with rebar
. Concrete roofing
. Tiles, gravel, porcelain

RAISCH PRODUCTS (408) 227-9222
55 Hillsdale Avenue, San Jose
. Clean asphalt
. Clean concrete
. Concrete with rebar
. Concrete roofing
. Tiles, gravel, porcelain

RECYCLED BUILDING MATERIALS- WHOLE HOUSE SALVAGE (650) 856-0634
. Cinder blocks
. Roofing tiles

SPECIALTY CRUSHING (510) 986-0964
Oakland
. Clean asphalt
. Clean concrete
. Cinder blocks

SRDC, Inc. (415) 367-7324
195 Seaport Boulevard, Redwood City
. Clean asphalt
. Clean concrete

SYAR INDUSTRIES, INC. (510) 215-1114
Foot of Parr Boulevard, Richmond
. Clean asphalt
. Clean concrete

THE REUSE PEOPLE (510) 567-8525
2615 Davis Street, San Leandro
. Reuse/free drop-off;
. Useable, whole cinder blocks
. Roofing tile

VASCO ROAD LANDFILL & RECYCLING DROPOFF (925) 447-0491
4001 North Vasco Road, Livermore
. Clean asphalt
. Clean concrete

WRT WASTE MANAGEMENT (415) 822-2175
895 Egbert Avenue, San Francisco
. May pickup; asphalt, concrete

ZANKER RESOURCE MANAGEMENT (408) 263-2383
705 Los Esteros Way, San Jose
. Clean asphalt
. Clean concrete
. Concrete with rebar
. Concrete roofing
. Tiles, gravel, porcelain

Recycled materials, if deemed acceptable, by the Engineer, for the requirements of these specifications will be considered for building materials. Contractor shall submit a request in writing for the Engineer's use. The written request shall include all specification information required by the Engineer that provides him/her assurance that the proposed materials are an equal or better to those specified herein.

For further information regarding materials and vendors, Contractor may call Waste Management at (510) 747-7960.

EXHIBIT 'B'

CERTIFIED PAYROLL AND PREVAILING WAGES FORMS

Contractor's Certification Concerning Labor Standards and Prevailing Wage Requirements

Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements

Certification of Bidder Regarding Section 3 and Segregated Facilities

Certification of Proposed Subcontractor Regarding Section 3 and Segregated Facilities

Certification of Understanding and Authorization

Certification For Applicable Fringe Benefit Payments

Authorization for Deductions

EXHIBIT B: Certified Payroll Forms

CITY OF ALAMEDA PUBLIC WORKS DEPARTMENT CONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS	
(Appropriate Recipient):	DATE
c/o	PROJECT NUMBER (if any)
	PROJECT NAME

1. The undersigned, having executed a contract with _____

_____ for the construction of the above-identified project acknowledges that:

(a) The Labor Standards provisions are included in the aforesaid contract;

(b) Correction of any infractions of the aforesaid conditions, including infractions any of his subcontractors and Any lower tier subcontractor, is his responsibility.

2. He certifies that:

(a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary Labor, part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act as amended (40 U.S.C. 276u-2(a)).

(b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards at Prevailing Wage Requirements executed by the subcontractors.

He certified that:

(a) The legal name and the business address of the undersigned are:

(b) The undersigned is:

(1) A SINGLE PROPRIETORSHIP (3) A CORPORATION ORGANIZED IN THE STATE OF

(2) A PARTNERSHIP (4) OTHER ORGANIZATION (Describe)

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS

EXHIBIT B: Certified Payroll Forms

(d) The names and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):		
NAME	TITLE	ADDRESS

(e) The names, address and trade classification of all other building construction contractors in which the undersigned, has a substantial interest are (if none, so state):		
NAME	TITLE	ADDRESS

3. He certifies:

(a) The company's Federal Tax Identification Number is: _____

(b) The ethnicity of the company's owner(s) is/are:_____

(c) Is the company a female owned business: _____ Yes _____ No

Date _____ _____
(Contractor)

By _____
(Signature)

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S. C. Provides in part "Whoever .....makes, passes, utters, or publishes any statement, knowing the same to be false .....shall be fined not more than $5,000 or imprisoned not more than two years or both."

EXHIBIT B: Certified Payroll Forms

CITY OF ALAMEDA PUBLIC WORKS DEPARTMENT SUBCONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS	
(Appropriate Recipient):	DATE
c/o	PROJECT NUMBER (if any)
	PROJECT NAME

1. The undersigned, having executed a contract with _____

   _____ for _____

   in the amount of $_____ In the construction of the above-identified project, certifies that:

   (a) The Labor Standards provisions of the contract for construction are included in the aforesaid contract;

   (b) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary Labor, part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act as amended (40 U.S.C.. 276u-2(a)).

   (c) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

2. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards at Prevailing Wage Requirements executed by the subcontractors.

   (a) The workmen will report for duty on or about _____(date).

3. He certifies that:

   (a) The legal name and the business address of the undersigned are:

   (b) The undersigned is:

   (1) A SINGLE PROPRIETORSHIP (3) A CORPORATION ORGANIZED IN THE STATE OF

   (2) A PARTNERSHIP (4) OTHER ORGANIZATION (Describe)

   (c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME		ADDRESS

EXHIBIT B: Certified Payroll Forms

(d) The names and address of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state):		
NAME	TITLE	ADDRESS
(e) The names, address and trade classification of all other building construction contractors in which the undersigned, has a substantial interest are (if none, so state):		
NAME	TITLE	ADDRESS

3. He certifies:
(a) The company's Federal Tax Identification Number is: _____
(b) The ethnicity of the company's owner(s) is/are:_____
(c) Is the company a female owned business: _____ Yes _____ No

Date: _____ _____

(Contractor)

By _____

(Signature)

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S. C. Provides in part "Whoever .....makes, passes, utters, or publishes any statement, knowing the same to be false .....shall be fined not more than $5,000 or imprisoned not more than two years or both."

EXHIBIT B: Certified Payroll Forms

CERTIFICATION OF BIDDER REGARDING SECTION 3
AND SEGREGATED FACILITIES

_____

Name of Prime Contractor Project Name and Number

The undersigned hereby certified that:

(a) Section 3 provisions are included in the Contract.

(b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds $10,000).

(c) No segregated facilities will be maintained.

Name _____

Name and Title of Signer (Print or Type)

_____ _____

Signature Date

EXHIBIT B: Certified Payroll Forms

CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING
SECTION 3 AND SEGREGATED FACILITIES

Name of Subcontractor	Project Name and Number

The undersigned hereby certified that:

(a) Section 3 provisions are included in the Contract.

(b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds $10,000).

(c) No segregated facilities will be maintained, as required by Title VI of the Civil Right Act of 1964.

Name _____
Name and Title of Signer (Print or Type)

Signature	Date

EXHIBIT B: Certified Payroll Forms

CERTIFICATION OF UNDERSTANDING AND AUTHORIZATION

Project Name: _____

Project Number: _____

This is to certify that the principals, and the authorized payroll officer, below, have read and understand the Minutes of the Preconstruction Conference and the labor standards clauses pertaining to the subject project.

The following person(s) is designated as the payroll officer for the undersigned and is authorized to sign the Statement of Compliance which will accompany our weekly certified payroll reports for this project:

_____
Designated Payroll Officer (Name)

_____
Designated Payroll Officer (Signature)

_____
Authorized by (Contractor/Subcontractor)

_____
(Signature)

_____
(Title)

_____
(IRS) Employer Identification Number

_____
(Date)

EXHIBIT B: Certified Payroll Forms
CERTIFICATION FOR APPLICABLE FRINGE BENEFIT PAYMENTS

Project Name: _____
Project Number: _____

Classification/ Fringe Benefits Provided	Name, Address and Telephone Number of Plan/Fund/Program
1. _____ Health and Welfare	_____
_____ Pension	_____
_____ Vacation	_____
_____ Apprenticeship/Training	_____
2. _____ Health and Welfare	_____
_____ Pension	_____
_____ Vacation	_____
_____ Apprenticeship/Training	_____
3. _____ Health and Welfare	_____
_____ Pension	_____
_____ Vacation	_____
_____ Apprenticeship/Training	_____

OR: (Check if applicable)
_____ I certify that I do not make payments to approved fringe benefit plans, funds or programs.

_____ By _____
Contractor/Subcontractor Signature

_____ _____
Date Title

EXHIBIT B: Certified Payroll Forms

AUTHORIZATION FOR DEDUCTIONS

The undersigned authorized deductions, as noted, to be made from their wages. It is understood that these deductions: (a) are in the interest of the employee; (b) is not a condition of employment; (c) there is no direct or indirect financial benefit accruing to the employe; and; (d) it is not otherwise forbidden by law.

Employee's Name	Employee's Signature	Date	Deduction

_____
Signature of Authorized Representative of Employee

_____
Authorized Representative's Name and Title

_____
Date

EXHIBIT ‘C’

BIDDER’S PROPOSAL FORM

Bidder’s Proposal

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

Security For Compensation Certificate

Important Instructions

EXHIBIT "C"

BIDDER'S PROPOSAL

Specifications and Special Provisions

No. P.W. 05-14-20

Filed:

Repair of Portland Cement Concrete Sidewalk, Curb, Gutter, Driveway and Minor Street Patching Phase 15, FY 2014/2015

Proposal to the COUNCIL of the CITY OF ALAMEDA:

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

Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Unit Price	Total Price
BASE BID				
1.	36,000 SF	Three-Inch (3") Thick P.C.C. Sidewalk @_____ _____ Per Square Foot	$_____	$_____
2.	840 LF	Standard Concrete Curb @_____ _____ Per Linear Foot	$_____	$_____
3.	660 SF	Eight-Inch (8") Thick P.C.C. Gutter @_____ _____ Per Square Foot	$_____	$_____

Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Unit Price	Total Price
4.	2,400 SF	Four-Inch (4") Thick P.C.C. Residential Driveway @_____ _____ Per Square Foot	$_____	$_____
5.	180 SF	Six-Inch (6") Thick P.C.C. Commercial Driveway @_____ _____ Per Square Foot	$_____	$_____
6.	1,200 LF	Concrete Sawing @_____ _____ Per Linear Foot	$_____	$_____
7.	600 SF	Asphalt Concrete Removal/Replacement with P.C.C. Pavement Base & Street Paving @_____ _____ Per Square Foot	$_____	$_____
8.	2 Each	Exposure of Tree Roots by Airspading @_____ _____ Each	$_____	$_____

Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Unit Price	Total Price
9.	900 SF	3” Thick Drainrock @_____ _____ Per Square Foot	$_____	$_____
10.	1,200 SF	Filter Fabric @_____ _____ Per Square Foot	$_____	$_____
11.	1,200 SF	Herbicidal Geofabrics @_____ _____ Per Square Foot	$_____	$_____
12.	180 LF	PVC Conduit under Sidewalk @_____ _____ Per Linear Foot	$_____	$_____
13.	620 SF	Three-Inch (3”) Thick Landscape Topsoil @_____ _____ Per Square Foot	$_____	$_____

Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Unit Price	Total Price
14.	60 SF	Three-Inch (3”) Thick Landscape Gravel, Natural River Gravel (Yuba Rock) @_____ _____ Per Square Foot	$_____	$_____
15.	600 SF	Two-Inch (2”) Temporary Sidewalk, P.C.C. @_____ _____ Per Square Foot	$_____	$_____
16.	5 Each	Allowance for Incentives @ Five Hundred Dollars Each	$500.00	$4,000.00
17.	24 LF	Red Curb Painting @_____ _____ Per Linear Foot	$_____	$_____

TOTAL BASE BID: **$_____**

Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Unit Price	Total Price
ADD ALTERNATE 1 - ***GRINDING OF TREE STUMP***				
1.	2 Each	Less than 1 foot in diameter @_____ _____ Each	$_____	$_____
2.	1 Each	Between 1 foot and 2 feet in diameter @_____ _____ Each	$_____	$_____
3.	2 Each	Between 2 feet and 3 feet in diameter @_____ _____ Each	$_____	$_____
4.	1 Each	Over 3 feet in diameter @_____ _____ Each	$_____	$_____

TOTAL ADD ALTERNATE 1: $_____

Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Unit Price	Total Price
ADD ALTERNATE 2				
1.	20,000 SF	Three-Inch (3") Thick P.C.C. Sidewalk @_____ _____ Per Square Foot	$_____	$_____
2.	430 LF	Standard Concrete Curb @_____ _____ Per Linear Foot	$_____	$_____
3.	400 SF	Eight-Inch (8") Thick P.C.C. Gutter @_____ _____ Per Square Foot	$_____	$_____
4.	1,200 SF	Four-Inch (4") Thick P.C.C. Residential Driveway @_____ _____ Per Square Foot	$_____	$_____
5.	150 SF	Six-Inch (6") Thick P.C.C. Commercial Driveway @_____ _____ Per Square Foot	$_____	$_____

Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Unit Price	Total Price
6.	800 LF	Concrete Sawing @_____ _____ Per Linear Foot	$_____	$_____
7.	310 SF	Asphalt Concrete Removal/Replacement with P.C.C. Pavement Base & Street Paving @_____ _____ Per Square Foot	$_____	$_____

TOTAL ADD ALTERNATE 2: $_____

BID SUMMARY

Subtotal - Base Bid: $_____

Subtotal - Add Alternate 1: $_____

Subtotal - Add Alternate 2: $_____

TOTAL BID:
(BASE BID + ADD ALTERNATES 1 AND 2) **$_____**

TOTAL BID (Written in Words):

_____

_____

Amount of Time Required to Commence
Work After Receipt of Notice to Proceed: ___5___ Days

Locations in the form of a work list will be compiled on a weekly basis and issued by the Engineer to the Contractor for repair. Each work list will have about thirty (30) to thirty-five (35) repair locations. The Contractor shall review the issued work list and submit a work schedule within two (2) working days for approval by the Engineer. Once the work schedule is approved, the Contractor must start work on the work list within three (3) working days. From start work, each work list must be completed within fifteen working days. Furthermore, in order to minimize disturbances to residents and public, repair locations must be concreted within five (5) working days from the start of break out.

The undersigned agrees to execute the contract required in said Specifications, to the satisfaction of the Council of the City of Alameda, with the necessary bonds, if any be required, within twenty (20) days, not including Sundays or legal holidays, after receiving notice that the contract has been awarded and is ready for signature; and further agrees that, in case of his default in any of the foregoing provisions, the proceeds of any heck which may accompany his bid in lieu of a bid bond shall become the property of the City of Alameda as agreed and liquidated damages.

Firm Name (Please Print) _____

Signature of Person on Behalf of Firm _____

Business Address_____

_____

Zip Code _____

Phone No._____

Dated: _____

Name (Of Officers or Partners)	Title	Address

Incorporated under the laws of the State of _____

Contractor's License No. _____ Expiration Date: _____

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

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

LIST OF SUBCONTRACTORS

Name and Address	Description of Portion Of Work Subcontracted

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

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

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

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

SUBCONTRACTORS TO BE USED IN THE PERFORMANCE OF THIS CONTRACT

Name	**Address**	**Work to be Performed**

SECURITY FOR COMPENSATION CERTIFICATE

(Required by Paragraph 1861, California Labor Code)

To: _____

_____

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

_____

_____

_____
(Signature of Bidder)

_____

_____
Business Address

IMPORTANT INSTRUCTIONS

l. Any erasure or interlineation may invalidate bid.

2. If corporation is bidder, affix seal of corporation.

3. If bidder is:

   (a) An individual doing business under his own name, sign his own name only.

   (b) An individual using a firm name, sign: Example, "John Doe, an individual doing business as Blank Company."

   (c) A co-partnership, sign: Example, "Blank Company, by John Doe, President" (or other title).

4. If a firm or co-partnership, give the names of all individual co-partners composing the firm. If a corporation, state legal name of corporation; also name of president, secretary and treasurer thereof.

5. If a bid is sent by mail, write the word "Proposal" plainly on the envelope.

EXHIBIT ‘D’

BIDDER’S BOND FORM

EXHIBIT 'D'

Bidder's Proposal Form Contractor Name: _____

BIDDER'S BOND

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

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for _____
(Copy here the exact description of

_____
work, including locations as it appears on the proposal)

_____

_____

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

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

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

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

Dated: _____, 2014. _____

_____
Principal

_____
Surety

By: _____

EXHIBIT "D"

CERTIFICATE OF ACKNOWLEDGMENT

State of California
County of Alameda

On this _____ day of _____ in the year 2014 before me _____, a Notary Public, personally appeared _____
Attorney-in-fact
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____(Seal)
Notary Public

EXHIBIT ‘E’

PAYMENT BOND FORM

EXHIBIT 'E'

PAYMENT BOND FORM

KNOW ALL MEN BY THESE PRESENTS: that

_____

_____

a _____, hereinafter called Principal, and

_____

hereinafter called Surety, are held and firmly bound unto _____

_____

_____

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

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2014, a copy of which is hereto attached and made a part hereof for the construction of:

_____

_____

_____

_____

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

EXHIBIT 'E'

PAYMENT BOND FORM

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

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

IN WITNESS WHEREOF, this instrument is executed on _____ counterparts, each one
(Number)
of which shall be deemed an original, this the _____ day of _____, 2014.

ATTEST: _____
Principal

_____ By: _____
_____Principal Secretary

(SEAL)

_____
(Witness as to Principal) (Address)

_____
(Address)

_____
(Surety)

ATTEST:

_____
Surety Secretary

(SEAL)

_____ By: _____
(Witness as to Surety) Attorney-in-fact

_____
(Address) (Address)

_____

NOTE: Date of BOND must not be prior to date of Contract.
If the CONTRACTOR is Partnership, all partners should execute BOND.

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

EXHIBIT “F”

PERFORMANCE BOND FORM

EXHIBIT "F"

Performance Bond Form

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

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

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

_____
(Name of Owner)

_____
(Address of Owner)

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

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 2014, a copy of which is hereto attached and made a part hereof for the construction of:

_____
_____
_____
_____

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

EXHIBIT 'F'

PERFORMANCE BOND FORM

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

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

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

(Number)

of which shall be deemed an original, this the _____ day of _____, 2014.

ATTEST: _____

Principal

_____ By: _____

_____Principal Secretary

(SEAL)

_____

(Witness as to Principal) (Address)

_____

(Address)

_____

(Surety)

ATTEST:

_____

Surety Secretary

(SEAL)

_____ By: _____

(Witness as to Surety) Attorney-in-fact

_____

(Address) (Address)

_____

NOTE: Date of BOND must not be prior to date of Contract.
If the CONTRACTOR is Partnership, all partners should execute BOND.

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

EXHIBIT 'G'

SAMPLE CONTRACT AGREEMENT/ ADDITIONAL INSURED CERTIFICATE

Sample of Contract Agreement

Additional Insured Certificates

EXHIBIT "G"

CONTRACTOR AGREEMENT

THIS AGREEMENT, entered into this ____ day of July 2014, by and between CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and COMPANY NAME, a (California corporation, partnership, sole proprietor, individual) whose address is ADDRESS, hereinafter called the Contractor, in reference to the following:

RECITALS:

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

B. City and Contractor desire to enter into an agreement for Repair of Portland Cement Concrete Sidewalk, Curb, Gutter, Driveway, & Minor Street Patching, Fiscal Year 2014/2015, Phase 15, in accordance with Specifications, Special Provisions, and Plans, adopted therefor, No. P.W. 05-14-20, filed in the office of the City Clerk on July 1, 2014.

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

1. **TERM**:

The Contractor shall have One Hundred Eighty (180) consecutive working days from the date the work is to commence pursuant to the Notice to Proceed to diligently prosecute the work to completion.

This contract may be mutually amended on a year-by-year basis, for up to four (4) additional years, at the sole discretion of the Public Works Director, based, at a minimum, upon satisfactory performance of all aspects of this contract. The Public Works Director may submit written notice that the contract is to be extended at the same terms and costs as the existing contract, or the amendment(s) to this agreement shall be adjusted by the Construction Cost Index for the San Francisco Bay Area reported in the Engineering News Record for the trades associated with the work from the date of the original bid opening to the estimated date of the proposed amendment(s).

2. **SERVICES TO BE PERFORMED**:

Contractor agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. The Contractor acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Contractor to perform all tasks included therein.

3. **COMPENSATION TO CONTRACTOR**:

Contractor shall be compensated for services performed pursuant to this Agreement in the amount and manner set forth in Contractor's bid, which is attached hereto as Exhibit "A" and incorporated herein by this reference. Payment will be made in the same manner that claims of a like character are paid by the City, with checks drawn on the treasury of said City, to be taken from the CIP _____.

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

Payment shall be made for 95% of the value of the work completed as determined by the City. The City shall retain 5% of the value of the work as partial security for the completion of the work by Contractor. Retained amounts shall be paid to Contractor within 60 days of acceptance by the City of the project. Payment shall not be construed as acceptance of defective work. No interest will be paid to Contractor on retained funds.

Compensation for bid is $_____.

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

4. **TIME IS OF THE ESSENCE:**

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

It is agreed by the parties to the Agreement that in case all the work called for under the Agreement is not completed before or upon the expiration of the time limit as set forth in

paragraph 1 above, damage will be sustained by the City, and that it is and will be impracticable to determine the actual damage which the City will sustain in the event of and by reason of such delay. It is therefore agreed that the Contractor will pay to the City the sum of Five Hundred Dollars ($500) per day for each and every day's delay beyond the time prescribed to complete the work; and the Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the City may deduct the amount thereof from any money due or that may become due the Contractor under the Agreement.

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

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

5. **STANDARD OF CARE**:

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

6. **INDEPENDENT PARTIES**:

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

7. **IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Contractor assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Contractor shall indemnify and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Contractor.

8. **NON-DISCRIMINATION:**

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

Contractor certifies and agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, or condition or physical or mental handicap (as defined in 41 C.F.R. Section 60-741, et. seq.), in accordance with requirement of state or federal law. Contractor shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap in accordance with requirements of state and federal law. Such shall include, but not be limited to, the following:

A. Employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.

B. Selection for training, including interns and apprentices.

Contractor agrees to post in conspicuous places in each of Contractor's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of state and federal law.

Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Contractor's commitments under this paragraph.

Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirement of state and federal law.

In accordance with applicable state and federal law, Contractor shall allow duly authorized county, state and federal representatives access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this paragraph.

If the City finds that any of the provisions of this paragraph have been violated, the same shall constitute a material breach of Agreement upon which City may determine to cancel, terminate, or suspend this Agreement. City reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated state and federal anti-discrimination laws shall constitute a finding by City that Contractor has violated the anti-discrimination provisions of Agreement.

The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this paragraph, City shall be entitled, at its option, to the sum of $500.00 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

Contractor hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), all requirements imposed by the applicable regulations (45 C.F.R.), and all guidelines and interpretations issued pursuant thereto, to the end that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of Contractor receiving Federal Financial Assistance. In addition, Contractor shall comply with the Uniform Federal Accessibility Standards, and Contractor, Engineer, or Architect responsible for any design, construction or alteration shall certify compliance with those Standards.

Contractor's attention is directed to laws, including but not limited to:

A. **CIVIL RIGHTS/EQUAL OPPORTUNITY**

(1) Civil Rights Act of 1964. Under Title VII of the Civil Rights Act of 1964, no person shall, on the grounds of race, sex, religion, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

(2) Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

B. **PROGRAM ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES**

This Agreement is subject to laws and regulations concerning the rights of otherwise qualified individuals with handicaps for equal participation in, and benefit from federally assisted programs and activities, including but not limited to:

(1) Americans with Disabilities Act of 1990 (ADA) (28 C.F.R. 35). Title II, Subpart A of the Americans with Disabilities Act of 1990 applies to all publicly funded activities and programs. Contractor shall also comply with the public accommodations requirements of Title III of the ADA, as applicable.

(2) Nondiscrimination on the Basis of Handicap (24 CFR 8). These regulations, which implement Section 504 of the Rehabilitation Act of 1973, as amended, and as cited in Section 109 of the Housing and Community Development Act, apply to all federally assisted activities and programs and are implemented through the regulations at 24 C.F.R. 8.

(3) Architectural Barrier Act of 1968. Any building or facility, excluding privately owned residential structures, designed, constructed, or altered with federal funds, shall comply with the Uniform Federal Accessibility Standards, 1984 (41 C.F.R. 3) and the Handicapped Accessibility Requirements of the State of California Title 24. The Consultant, Engineer or Architect responsible for such design, construction or alteration shall certify compliance with the above standards.

(4) In resolving any conflict between the accessibility standards cited in paragraphs (1), (2) and (3) above, the more stringent standard shall apply.

9. **HOLD HARMLESS**:

Contractor shall indemnify, defend, and hold harmless City, its City Council, boards, commissions, officials, employees, and volunteers ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), arising from or in any manner connected to Contractor's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege

negligence on behalf of the Contractor, Contractor shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Contractor. However, Contractor shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

10. **INSURANCE**:

On or before the commencement of the terms of this Agreement, Contractor shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C and D. Such certificates, which do not limit Contractor's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda by certified mail, "Attention: Risk Manager." It is agreed that Contractor shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

A. **COVERAGE**:

Contractor shall maintain the following insurance coverage:

(1) **Workers' Compensation**:

Statutory coverage as required by the State of California.

(2) **Liability**:

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	$1,000,000 each occurrence $1,000,000 aggregate - all other
Property Damage:	$1,000,000 each occurrence $1,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of $1,000,000 will be considered equivalent to the required minimum limits shown above.

(3) **Automotive:**

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

Bodily injury:	$1,000,000 each occurrence
Property Damage:	$1,000,000 each occurrence
or	
Combined Single Limit:	$1,000,000 each occurrence

B. **SUBROGATION WAIVER**:

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

C. **FAILURE TO SECURE**:

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

D. **ADDITIONAL INSURED**:

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

E. **SUFFICIENCY OF INSURANCE:**

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

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

the bond premiums and those estimates over $25,000 will need to be sure to budget for the bond premiums.

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

11. **BONDS**:

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

A. **Faithful Performance**:

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

B. **Labor and Materials**:

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

12. **PROHIBITION AGAINST TRANSFERS**:

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

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Contractor is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Contractor, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

13. **SUBCONTRACTOR APPROVAL**:

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

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

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

14. **PERMITS AND LICENSES**:

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

15. **REPORTS**:

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

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

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

16. **RECORDS**:

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

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

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

17. **NOTICES**:

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

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

City of Alameda
Public Works Department
950 West Mall Square, Room 110
Alameda, CA 94501
Ph: (510) 747-7930 / Fax: (510) 769-6030

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

_____
_____
_____
_____
Ph: ( ) / Fax: ( ) _____
Email:

18. **LAWS TO BE OBSERVED**.

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

19. **PREVAILING WAGES**:

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

entitle the City to rescind the contract or exercise other remedies as provided by law or the contract.

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

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

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

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

f. If during the period any bid for work on this Project remains open, the Director of Industrial Relations determines that there has been a change in any prevailing rate of *per diem* wages in the locality in which this public work is to be performed, such change shall not alter the wage rates in the Notice calling for Bids or the contract subsequently awarded. Provided however if this contract is extended on a year-by-year basis as provided in Section 1, then the prevailing wage then applicable at the time of the contract extension shall apply during the term of that extension.

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

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

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

20. **HOURS OF LABOR**.

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

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

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

21. **CERTIFIED PAYROLL**.

a. Contractor's attention is directed to California Labor Code Section 1776, which requires Contractor and any subcontractors to keep an accurate payroll record and which imposes inspection requirements and penalties for non-compliance. Certified payrolls shall be prepared weekly, and at a minimum, submitted monthly to the Labor Compliance Officer, Gail Carlson, Public Works Department, 950 W. Mall Square, Room 110, Alameda, CA 94501 by the Contractor and each subcontractor. Contractor is responsible for the submission of copies of payrolls by all subcontractors. Each payroll submitted shall be accompanied by a "Statement of

Compliance", signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract, and shall certify the following:

b. That the payroll for each payroll period contains the name, social security number, and address of each employee, his or her correct classification, including applicable area and group code, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid, and that such information is correct and complete;

c. That such laborer or mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions; and

d. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. If the Contractor or a subcontractor does not work during the payroll period, a Statement of Non-Working Days must be submitted for each day not worked.

f. In the event of noncompliance with the requirements of such section after 10 Days written notice specifying in what respects compliance is required, the CONTRACTOR shall forfeit as a penalty to the CITY, $25.00 for each calendar Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.

22. **APPRENTICES**.

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

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

c. The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if: (1) the Contractor employs registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions; or (2) if the Contractor is not a signatory to an apprenticeship fund and if the funds administrator is unable to accept Contractor' required contribution. The Contractor or subcontractor shall pay a like amount to the California Apprenticeship Council.

d. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the

Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

23. **LABOR DISCRIMINATION**.

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

24. **REGISTRATION OF CONTRACTORS**.

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

25. **URBAN RUNOFF MANAGEMENT**:

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

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

A. Use storm drain inlet protection devices such as sand bag barriers, filter fabric fences, block and gravel filters. (Block storm drain inlets prior to the start of the rainy season (October 15), on site de-watering activities and saw-cutting activities; shovel or vacuum saw-cut slurry and remove from the site).

B. Cover exposed piles of soil or construction material with plastic sheeting. All construction materials must be stored in containers.

C. Sweep and remove all materials from paved surfaces that drain to streets, gutters and storm drains prior to rain as well as at the end of the each work day. At the completion of the project, the street shall be washed and the wash water shall be collected and disposed of offsite in an appropriate location.

D. After breaking old pavement, Contractor shall remove all debris to avoid contact with rainfall or runoff.

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

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

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

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

26. **COMPLIANCE WITH MARSH CRUST ORDINANCE**:

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

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

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

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

5. Reduced-risk chemical controls (e.g., soaps or oils);
6. Other chemical controls.

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

A copy of the City's IPM Policy may be obtained from the City's project manager and is also on file with the City Clerk. If this agreement pertains to the use of any items listed above, the Contractor will need to fill out and send in the Contractor Verification Form and Contractor Check List.

28. **PURCHASES OF MINED MATERIALS REQUIREMENT**:

Contractor shall ensure that all purchases of mined materials such as construction aggregate, sand and gravel, crushed stone, road base, fill materials, and any other mineral materials must originate from a surface mining operation identified on the AB3098 List per the Surface Mining and Reclamation Act of 1975 (SMARA).

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

29. **TERMINATION**:

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

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

30. **COMPLIANCES**:

Contractor shall comply with all applicable laws, state, federal, and all ordinances, rules and regulations enacted or issued by City.

31. **CONFLICT OF LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

32. **ADVERTISEMENT:**

Contractor shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from City to do otherwise.

33. **WAIVER:**

A waiver by City of any breach of any term, covenant, or condition contained herein, shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

34. **INTEGRATED CONTRACT**:

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Contractor.

35. **INSERTED PROVISIONS**:

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

36. **CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

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

CONTRACTOR
(Corporation)

_____
Name
Title

_____
Name
Title

CITY OF ALAMEDA
A Municipal Corporation

_____
John A. Russo
City Manager

RECOMMENDED FOR APPROVAL

_____
Robert G. Haun
Public Works Director

APPROVED AS TO FORM:
City Attorney

_____
Andrico Penick
Assistant City Attorney

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY
CG 20 10 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES or CONTRACTORS FORM B

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

SAMPLE

City of Alameda
Public Works Department
Alameda Point, Building 1
950 West Mall Square, Room 110
Alameda, CA 94501-7558

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

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

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

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

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

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

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

POLICY NUMBER:

COMMERCIAL AUTO
CG 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

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

SAMPLE

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

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

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

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

SCHEDULE

Name of Person or Organization:

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

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

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

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

EXHIBIT 'H'

EMERGENCY FORM

EXHIBIT "H"

Emergency Form

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

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

CONTRACTOR'S NAME_____

CONTRACTOR'S PHONE NUMBER_____

PROJECT SUPERINTENDENT_____

CONTACT IN THE EVENT OF EMERGENCY:

Name:_____

Phone Number:_____

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

Scheduled starting date_____

Scheduled completion date_____

Job Name_____

EXHIBIT "I"

LIST OF SUBMITTALS

EXHIBIT "I"

List of Submittals

Repair of Portland Cement, Concrete Sidewalk
Curb, Gutter, Driveway & Minor Street Patching
Fiscal Year 2014/2015, Phase 14
No. P.W. 05-13-15

Shall include but not limited to the following:

Item	**Section Reference**	**Due Date/Frequency**
1. Contract Bonds	Section I, Paragraph N	Within 10 days of award
2. Certified Payroll	Section II, Paragraph D	Submitted weekly
3. Emergency Form	Exhibit H	Preconstruction meeting
4. Insurance	Contract, Exhibit G	Within 10 days of award
5. Licenses/Permits	Section II, Paragraph H	Preconstruction meeting
6. Traffic Control Plan	Section VI, Paragraph A	Preconstruction meeting
7. Work Staging Area		Preconstruction meeting and updated at every biweekly progress meeting (if applicable).

The above list is not exhaustive and the Contractor shall follow the requirements in the documents for submittals.

EXHIBIT "J"

LIST OF TENTATIVE LOCATIONS FOR REPAIR

EXHIBIT 'J'

No	Street	Add'l Description/Info	Sidewalk (SF)	Drwy 4" (SF)	Drwy 6" (SF)	Curb (LF)	Gutter (SF)	Saw Cut (LF)	AC Pavt (SF)
900	Eagle		12						
1821	Wood		18					6	
940	Eagle		62						
1530	Grand					10	36		
1400	Grand		180			60	50		
	Park St	Lincoln, crosswalk path							20
2320	Central		100			20			
1026	Otis	ground previously	38						
3014	Jackson	on Fountain	125						
2206	Lincoln		125						
1507	Pacific		12						
741	Buena Vista	roots	200	50		5			
608	Haight		25						
612	Haight		25						
2060	Lincoln	front of handicap ramp	75						60
1097	Jost		100						
328	Channing		50						
1337	Versailles	12 sf street							
1109	Post	roots	150						
2974	Northwood		62						
1155	Broadway		82						
1163	Broadway		50						
105	Gainsborough		112						
111	Gainsborough		50						
1041	Regent		138			20			
2933	Lincoln		38	0					
141	Gainsborough		62						
147	Gainsborough		50						
1204	Bay		100						
1219	High		75			1			
3011	Fountain		75						
3015	Fountain		82						
1373	Versailles		25						
217	Sand Bridge Ct		25						
1900	Minturn		50						
1920	Minturn		50						
1715	Eagle	across from	150					20	
1519	Chapin		62						
127	Maitland	swk buckled	50						
1259	St. Charles	scrape on approach	25	100		5			
3409	Catalina		38						
1216	Fountain	on Madison	25						
26	Wellfleet Bay		25						
2624	San Jose		62						
2906	Adams		75						
38	Stone Harbor		100						
121	Brighton	swk buckled	25	25					
127	Brighton		25	50					
136	Brighton	swk buckled	50						
162	Brighton	swk buckled	25						
1135	Pacific	swk buckled	75						

EXHIBIT 'J'

No	Street	Add'l Description/Info	Sidewalk (SF)	Drwy 4" (SF)	Drwy 6" (SF)	Curb (LF)	Gutter (SF)	Saw Cut (LF)	AC Pavt (SF)
	Otis	Otis & Park	50						
1901	Pacific		38						
1530	Fountain		50						
20	Stonington Pt	swk buckled	50						
118	Sable Pointe		200	150					
7	Wellfleet Bay		75	12					
106	Maitland	fall	82						
1309	Dayton		12						12
3224	Belmont	roots	75				30		
316	Lincoln	roots	82						
404	Marshall	roots	38						
3	Danbrook	roots	125						
143	Maitland		50						
3216	Fernside		x						
	Island	at bus stop - far side	x						
	Santa Cruz	on Island, Bld #25	x						
1415	Broadway		x						
	Franklin Park	north side, roots	200						
1528	Grand		x						
	Mecartney	WB nr Transformer	x						
1701	Pacific	Grand side	x						
300	Sunset	on Shore Line	x						
	Willow	E side at lagoon	3						
300	Fair Haven	on Shore Line	x						
1100	Fernside	1100 blk at school	x						
	Mecartney	EB, W of Sharon	x						
2050	Lincoln		x						
2061	Lincoln	Acapulco parking	x						
2911	Seaview Pkwy		x						
	Seaview Pkwy	opp 2708 Seaview	x						
3167	Bayview		x						
	Robert Davey	S side, E-Oyster Pond	x						
	Robert Davey	S side, W-lagoon xing	x						
1812	3rd	#A	x						
	Brunswick	Near 210 Harbor Rd							
544	Central		10						
	Harbor Road	nr #210 HR, on Brunswick	x						
332	Oleander		x						
	Sheffield Road	E side	x						
	Stanbridge	nr #204 Stanbridge, on Sheffield	x						
715	Buena Vista	#A	x						
1401	Benton	roots	x						
1415	Morton		x						
1200	Buena Vista	roots	x						

EXHIBIT 'J'

No	Street	Add'l Description/Info	Sidewalk (SF)	Drwy 4" (SF)	Drwy 6" (SF)	Curb (LF)	Gutter (SF)	Saw Cut (LF)	AC Pavt (SF)
1417	Santa Clara		x						
1009	Pacific		75						
1405	Grand	on Central	x						
127	Weymouth	roots	25						
2828	Waterton	roots	38						
10	Nottingham	on Stanbridge, roots	50						
6	Shannon Circle	roots	125						
760	Eagle		50						
14	Shannon Circle	roots	125						
18	Shannon Circle	roots	50						
1132	Verdemar		225						
562	Haight		50						
1533	High	broken curb				7			
248	Cheswich	roots	50						
2614	San Jose	roots	70						
2619	San Jose		40						
2631	San Jose		125			15			
2836	San Jose		75						
2843	San Jose		100						
2844	San Jose		125						
2848	San Jose		50						
1208	Rosewood	pot hole	30					5	
1212	Rosewood		50						
1712	Dayton	roots	38						
1734	Dayton		50						
1711	Palmera	roots	50						
1712	Palmera	roots	50						
836	Pacific		50			10		10	
1141	Pacific		150						
781	Pacific		75						
801	Pacific		50						
1703	Sherman		50						
1528	Lincoln		12						
1509	9th		25	12		10			
1520	9th		50						
1628	9th		25						
1728	9th		50						
1437	9th		75						
1547	9th		12						
200	Pacific	at Santa Clara	50						
727	Santa Clara	roots	25						
758	Santa Clara	roots	50						
980	Island	on County-behind bank	100					5	
1952	Sandcreek		12						
1936	Sandcreek	roots	150					5	
1940	Sandcreek	roots	125					10	
2051	Shore Line	on Willow	50					5	
429	Willow		50					5	
971	Post		50					5	
977	Post		50					5	
2800	Santa Clara		125					5	
318	Oleander		75						
334	Oleander		25						
905	Santa Clara		18						

EXHIBIT 'J'

No	Street	Add'l Description/Info	Sidewalk (SF)	Drwy 4" (SF)	Drwy 6" (SF)	Curb (LF)	Gutter (SF)	Saw Cut (LF)	AC Pavt (SF)
910	Santa Clara		50					5	
918	Santa Clara		18					5	
929	Santa Clara		75						
1320	Union		75						
46	Captains		25						
19	Chilmark		12						
	Robert Davey	SE crnr @ Auginbaugh, roots	25						
	Robert Davey	btwn Oyster Pond-Channing, roots	300			30	48	30	30
10	Sandpiper	roots, AP&T box	50						
1620	South Loop		125						
1709	Alameda	roots	125					10	
1807	Sherman		50					5	
3114	Catalina	across from	200					15	
717	Lincoln	roots	25						
2047	Buena Vista	roots	50						
2023	Eagle	roots	50						
2251	Buena Vista	roots	150						
2206	San Antonio	roots	50						
2722	Washington	roots	50					5	
1816	Eagle		25					5	
774	Eagle	roots	75						
1442	Fernside	roots	38						
1633	Broadway	roots	27						
1647	Broadway								
1709	Broadway		19						
1727	Broadway	roots	30						
1735	Broadway	roots	18						
1913	Broadway	roots	35						
550	Park St	roots							
1001	Broadway	roots							
1013	Broadway	roots							
911	Delmar	roots							
1147	Park Ave	roots							
420	Camden	roots	93	45				5	
436	Camden	electrician box	37.5						
440	Camden		55						
400	Greenbrier	on Franciscan, roots	470						
408	Greenbrier		100						
2500	San Jose	side, on Regent, roots	13						
424	Whitehall Rd	roots	12						
401	Whitehall Rd	on Franciscan, roots	50						
408	Whitehall Rd	roots	12						
409	Whitehall Rd	roots							
436	Whitehall Rd	on Whitehall Pl, roots	38						
405	Yorkshire Rd	roots	12					5	
425	Yorkshire Rd	roots	25						
433	Yorkshire Rd	roots	150						
224	Brighton	roots	50						

EXHIBIT 'J'

No	Street	Add'l Description/Info	Sidewalk (SF)	Drwy 4" (SF)	Drwy 6" (SF)	Curb (LF)	Gutter (SF)	Saw Cut (LF)	AC Pavt (SF)
	Otis	SW crnr-Sandcreek, Lum School, roots							
1901	Sandcreek	roots	150						
1904	Sandcreek	roots	x						
1929	Sandcreek	roots	12						
1949	Sandcreek	roots	12						
2016	Sandcreek	roots	x						
2024	Sandcreek	roots	x						
1911	Sandcreek	roots	50						
1912	Sandcreek	roots	75						
1920	Sandcreek	roots	75						
1921	Sandcreek	AP&T box	12						
1928	Sandcreek	roots	150						
1932	Sandcreek	roots	75						
2021	Sandcreek	roots	25						
2036	Sandcreek	roots	x						
2038	Alameda	roots	10						
2121	Central	across from, roots	5						
2133	Central	roots	5						
2101	Central	roots	5						
1425	Chestnut	roots	10						
1524	Lafayette	roots	12						
1528	Lafayette	roots	4						
1721	Schiller	roots	12						
1801	Alameda	roots	125					5	
1738	Alameda	roots	15						
1830	Alameda	age, swk crushed	20						
1831	Alameda	age	5						
1901	Alameda	roots	5						
2501	Lincoln	roots	7						
2510	Lincoln		19						
2528	Lincoln	roots	90						
1300	Park Ave	on Encinal side, roots	x						
2414	San Jose	roots	x						
2021	San Jose	age	5						
1520	Willow	swk buckled, age	25						
2327	Blanding	roots	10						
2501	Eagle	roots	x						
908	Lafayette	roots, age	20						
1936	Otis		125						
2012	Otis	roots	62						
1926	Park St	plug hole, hollow under swk							
1726	San Jose	roots, age	5						
2258	San Jose	roots	5						
1630	Dayton	on Grand	x						
811	Grand	roots	50						
1801	Santa Clara	on Union, roots	140						
1821	Santa Clara	& 1823, roots	86						
1910	Santa Clara	& Chestnut, roots	170						
2001	Santa Clara	roots	10						
2138	Santa Clara	roots	50						
2167	Santa Clara	roots	3						
2169	Santa Clara	roots	12						

EXHIBIT 'J'

No	Street	Add'l Description/Info	Sidewalk (SF)	Drwy 4" (SF)	Drwy 6" (SF)	Curb (LF)	Gutter (SF)	Saw Cut (LF)	AC Pavt (SF)
2238	Lincoln	roots, age	75						
62	Basinside	roots	75	50					
66	Basinside	roots	100	50					
1826	Pacific	roots	5						
2048	Buena Vista	lower sewer line	5						
2065	Buena Vista	on old tree well	75						
2135	Buena Vista	roots	100						
2252	Buena Vista	roots	5						
1901	Eagle	roots	5						
2063	Eagle	roots	50						
1701	Eagle	roots, unknown PO	50						
1807	Eagle	roots	12						
2001	Eagle	roots	100						
2011	Eagle	roots	75						
2033	Eagle	at Stanford, roots	50						
2040	Eagle	roots	50						
2065	Eagle	on Willow, roots	50						
2066	Eagle	roots	100						
2101	Eagle	block, roots	300						
2120	Eagle	roots	70						
1700	Clement	on Grand, roots	75						
1851	Clement	Marina Gate #6, roots	95						
2007	Clement	Marina Gate #6, roots	16						
2040	Clement	swk settled-catch basin, age	30						
2041	Clement	roots	18						
2051	Clement	roots	46						
2060	Clement	swk settled-catch basin, age	50			5	9		
2200	Clement	swk settled-catch basin, age	25						
2250	Clement	swk settled-catch basin, age	25						
1908	Eagle	roots	75						
2056	Eagle	roots	49						
2311	Eagle	roots	180						
1827	Lafayette	on Eagle, roots	75						
1011	Chestnut	roots	15						
1015	Oak	roots	5						
	Mound	SE at Calhoun, roots	25						
3308	Encinal	roots	5						
301	Sand Beach	on Shore Line, alarm box lid, age							
1711	Grand	roots	5						
565	Amber Isle	roots	x						
1518	High	roots	x						
1536	High	roots	x						
2602	Bayview	roots	25					5	
1202	Post	roots							
307	Pacific		100						
309	Pacific		100						

EXHIBIT 'J'

No	Street	Add'l Description/Info	Sidewalk (SF)	Drwy 4" (SF)	Drwy 6" (SF)	Curb (LF)	Gutter (SF)	Saw Cut (LF)	AC Pavt (SF)
3283	San Jose	roots	100						
2104	Lincoln								
907	Paru								
2014	Central	roots	25	75					
3122	Bayo Vista								
1608	Fernside	roots	75						
1612	Fernside	roots	162						
1226	Fountain								
	Marina Village Parkway	Extended Stay							
1841	Alameda					20			
3215	Briggs	roots							
3240	Briggs	roots							
3239	Central	roots							
3265	Central	roots							
1305	Hansen	roots	75						
2916	Adams	roots							
1708	Cornell	roots	62			15			
	Fountain	btwn Jackson & Van Buren							
	Fountain	btwn Jackson & Van Buren							
1710	Moreland		25	25					
1353	Grove	roots							
2901	San Jose	roots							
1506	Broadway	roots	161			26	39	32	26
3005	Marina	roots	50						
2800	Clay	roots	50						
3014	Madison	roots							
2945	Marina	roots	12						
2700	Washington								
2719	Calhoun	roots							
1603	Paru	roots	12						
3022	Fairview	roots	50						
1111	Fountain	roots							
1819	Harvard		62					5	
3377	Washington	roots	125						
2986	Johnson								
3101	Lincoln	roots	25						
3103	Lincoln	roots	100						
1526	Morton	roots	38						
2938	Northwood	roots	50						
2956	Northwood	roots	25						
2934	Northwood	roots	50						
2950	Northwood	roots	75						
2954	Northwood	roots	50						
2962	Northwood	roots	38						
3337	Washington	roots	50						
3341	Washington	roots	75						
2821	Yosemite		50					5	
2829	Yosemite	roots	12				10		
2834	Yosemite	roots	25						
2817	Fernside	roots	150						
2800	Fernside	on Versailles	75						
2804	Fernside	roots	75						
2807	Fernside	roots	100						

EXHIBIT 'J'

No	Street	Add'l Description/Info	Sidewalk (SF)	Drwy 4" (SF)	Drwy 6" (SF)	Curb (LF)	Gutter (SF)	Saw Cut (LF)	AC Pavt (SF)
2808	Fernside	roots							
2809	Fernside	roots							
2810	Fernside	roots	100						
2811	Fernside	roots							
1500	Fountain	on Santa Clara	150					10	
2621	Santa Clara	roots							
2824	Santa Clara								
3108	Santa Clara		50					10	
1810	Versailles	roots	75						
2617	Central	roots							
2855	Central	roots							
2901	Central								
1703	Moreland	on Buena Vista	25						
1376	Versailles		80					5	
1709	Versailles		25						
1713	Versailles	roots	125						
1701	Cambridge	on Buena Vista	50					5	
2628	Eagle	on Pearl	75						
1643	Moreland	roots	100						
2941	Northwood	on Buena Vista	50					5	
1423	Park St								
2629	Pearl	roots	75						
1728	Pearl	roots	75	25					
1801	Pacific	on Union	50						
1648	Broadway	on Buena Vista	100						
2615	Buena Vista	roots	62						
2617	Buena Vista	roots	50						
2627	Buena Vista	roots	25						
2619	Buena Vista	roots	62						
2620	Buena Vista	roots	75						
2623	Buena Vista	roots	50						
2624	Buena Vista	roots	25					5	
2626	Buena Vista	roots	75						
407	Capetown	roots	50						
1609	Broadway				25				
1645	Broadway	roots	75						
1711	Broadway	roots	18	25					
1715	Broadway	roots	18						
1626	Broadway	roots	50						
1719	Alameda	roots	75						
1721	Alameda	roots	150						
1724	Alameda	roots	125						
2709	Otis	roots	100					10	
1025	Fair Oaks	roots	25						
1055	Fair Oaks	roots	125						
1029	Fair Oaks	roots	100						
1031	Fair Oaks	roots	100			15			
1038	Fair Oaks	roots	50						
1887	Fair Oaks	1331 St. Charles on Fair Oaks	12						
1308	St. Charles	roots	150						
1328	St. Charles	roots	100	50					
1332	St. Charles	roots	25						
615	Larchmont Isle		50						
1825	Pacific		12						
1340	Fernside	roots	50						

EXHIBIT 'J'

No	Street	Add'l Description/Info	Sidewalk (SF)	Drwy 4" (SF)	Drwy 6" (SF)	Curb (LF)	Gutter (SF)	Saw Cut (LF)	AC Pavt (SF)
1336	Fernside	roots	125	25					
1346	Fernside	roots	125						
1304	Broadway	on Encinal	72					10	
1016	Grand	roots	40						
1843	Nason	roots	125						
1823	Nason	roots	62					5	
1836	Nason	roots	36					6	
1839	Nason	roots	62					6	
1842	Nason	roots	100						
1847	Nason	roots	75						
1851	Nason	roots	150	50					
2847	Jackson	roots	25						
2855	Jackson		25					10	
3008 3010	Jackson		38						
2071	San Antonio	on Willow							
1338	St. Charles	roots	50						
1340	St. Charles		80						
1034	High		25					5	
1038	High		75						
1417	9th		50						
1408	9th		50					18	
1215	Court	on Madison	50						
1312	Fernside	roots		65				10	
1362	Fernside	roots	50					5	
1377	Fernside	roots	25					7	
1381	Fernside	roots	37					5	
2811	Van Buren	roots							
2822	Van Buren	roots							
2856	Van Buren	roots	50						
2936	Southwood	roots	100						
2973	Southwood								
1109	Versailles	roots	50						
1021	Pearl	roots	70					15	
934	Buena Vista	roots	75						
1011	Buena Vista	roots	50						
1029	Buena Vista		50						
764	Eagle	roots	50						
971	High		12						
1801	Wood		25						
3151	Bayview	roots	175						
3109	Bayview	roots							
1203	High	roots	12						
1207	High	roots	50						
1211	High	roots	37						
1541	Benton								
1711	St. Charles	roots	75						
1235	Broadway	roots	25						
1252	Broadway	roots	50						
1261	Broadway								
1132	Fontana	roots	162						
1523	Lincoln	on Haight	200						
1205	Lincoln	and 1215							
838	Santa Clara	& 840							
847	Santa Clara								
	Santa Clara	800 Blk	36						

EXHIBIT 'J'

No	Street	Add'l Description/Info	Sidewalk (SF)	Drwy 4" (SF)	Drwy 6" (SF)	Curb (LF)	Gutter (SF)	Saw Cut (LF)	AC Pavt (SF)
741	Taylor	on Page							
	Otis	Krusi Park							
829	Otis	roots	25						
2605	Otis	roots	50					5	
2623	Otis	roots							
2707	Otis								
2711	Otis	roots	125					10	
2807	Otis	roots	25	110			10		
2811	Otis	roots							
2815	Otis	roots	25					5	
3300	Bridge View Isle	roots	50					10	
3312	Bridge View Isle		25						
	Bridge View Isle	and Anchor	25					5	
2808	Otis	roots	50					5	
2812	Otis	roots	25					5	
2832	Otis	roots	50						
2716	Otis	roots							
2821	Waterton		55						
1103	Oak					5			
1004	Camellia	roots	125						
2901	Jackson		100						
2908	Jackson		125					5	
1808	8th		130						
741	Central	roots	38						
901	Otis	at Bus Stop	62						
731	Westline	roots							
	Bay	Mastick Center	30						
3287	Thompson	roots	50						
1033	Lincoln	and 1039							
1105	Lincoln		60						
1127	Lincoln		16					10	
1730	San Jose	roots	100						
2600	Otis	on Broadway	50						
1623	Grand	1625, 1627 & 1629	150						
1717	St. Charles	roots	50						
1301	Walnut	on Alameda	20			15		10	
1542	Stanton		50						
1510	Central	roots	50					6	
1522	Central	roots	50						
	Harbor Bay Ferry	terminal at S entrance near Lagoon	200					5	

EXHIBIT “K”

RECYCLED CONTENT STANDARDS

EXHIBIT "K"

RECYCLED CONTENT STANDARDS

ITEM	MINIMUM % OF RECOVERED MATERIAL	MINIMUM % OF POSTCONSUMER MATERIAL
BINDERS Press board cover Paperboard in plastic covering Solid plastic cover Plastic covering	 up to 100% up to 100% up to 100% 25%	 20% 75% 25% not set
COPIER PAPER	up to 100%	20%
FIBERGLASS INSULATION	30% cullet	not set
FILE STORAGE BOXES	up to 100%	50%
FLEXIBLE DELINEATOR POSTS	up to 100%	25%
INTEROFFICE ENVELOPES	up to 100%	20%
PAPER TOWELS	up to 100%	40%
PLAYGROUND SURFACES	90%	90%
PLASTIC FOOD SERVICE TRAYS Durable plastic Disposable polystyrene Disposal paper	 up to 100% up to 100% 80%	 25% 25% not set
PLASTIC LUMBER BENCHES	up to 100%	50%
RE-FINED MOTOR OIL	up to 100%	70%
SOIL AMENDMENT - COMPOST	80%	not set
TRASH CANS/ROLLING CARTS Plastic Paper Plastic rolling cart	 up to 100% up to 100% up to 100%	 20% 50% 10% body, 50% lid
TRASH CANS LINERS	up to 100%	30%
UNBOUND AGGREGATES	up to 100%	not set

EXHIBIT "L"

WASTE REDUCTION & RECYCLING PLAN (Form)

CITY OF ALAMEDA

Permit No. _____
Project Name _____
Approved
Not Approved
Staff Initials _____
Staff Phone # _____
for City's use only

Waste Reduction & Recycling Plan (Form)

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

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

Please provide the following information:

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

1. New Construction 2. Repair 3. Addition

4. Move 5. Alteration 6. Demolition

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

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

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

_____
_____
_____
_____
_____

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

_____
_____
_____
_____
_____

4. Complete page 2 of this Form.

WASTE REDUCTION AND RECYCLING PLAN

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

Goal: Reduce materials going to the landfills by 50%

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

Do columns (B+C+D) = 50% of column A?
YES NO If NO, please explain why.

_____

_____

_____

_____

_____ _____
General Contractor's Signature Date

EXHIBIT "M"

WASTE REDUCTION & RECYCLING PLAN
FINAL SUMMARY REPORT (Form)

CITY OF ALAMEDA

Permit No. _____
Project Name: _____
Address: _____
_____

Review results:
50% diversion attained
Good faith effort
Non-attained

Staff Initials: _____
Staff Phone # _____

Waste Reduction & Recycling Plan
FINAL SUMMARY REPORT (Form)

At project completion submit to:

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

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

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

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

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

(1) Do Columns (B+C+D) = 50% of column A? YES NO

(2) If estimated amounts from the WRRP were not recycled, reused, or salvaged, please provide a justification.

_____

_____

_____

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

_____

_____

_____

_____ Contractor Signature

_____ Date

EXHIBIT "N"

WASTE MANAGEMENT REPORT
FOR
CONTRACTORS

EXHIBIT "N"

WASTE MANAGEMENT REPORT FOR CONTRACTORS

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

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

_____

JOB SITE LOCATION: _____ DATE:_____

COMPANY: _____

MATERIAL: _____

_____

WAS THE MATERIAL RECYCLED? YES NO

VOLUME/WEIGHT: _____ HAULER: _____

RECYCLING COMPANY OR DISPOSAL SITE: _____

_____

SUBMITTED BY: _____

_____

PHONE NUMBER: _____

EXHIBIT 'O'

COLLECTION AND HAULING OF RECYCLED MATERIALS

ACKNOWLEDGMENT OF RECEIPT OF THE CITY OF ALAMEDA CONSTRUCTION AND DEMOLITION DEBRIS INFORMATION PACKET FOR PROJECTS VALUED AT $100,000 OR MORE

I do hereby acknowledge that I understand the following:

1. I must use the City's franchised waste hauler, Alameda County Industries (ACI) or another permitted hauler (permitted specifically by the City of Alameda).

2. If I choose to haul my own Construction and Demolition (C&D) debris, I must request to become a permitted hauler and apply for and receive a separate hauling permit.

Should I decide to use a permitted hauler, other than ACI, I must provide completed copies of the following forms:

1. C&D Debris Waste Management Plan (WMP) Form
   Due with my Building Permit Application
2. C&D Debris Recycling Summary Report Form
   Due within thirty (30) days of completion of the project.
   No Final Inspection can be scheduled until reports are received and outstanding fees paid.

I, the applicant, understand that failure to observe these guidelines may delay final inspection and issuance of an occupancy permit.

Project Address: _____ Application/Permit #: _____

Applicant Name (print): _____ Title: _____

Company: _____ Project Name: _____

Signature: _____ Date: _____

City Staff Name (print): _____ Date: _____

Send completed form to Public Works Department, Environmental Services

Construction and Demolition Debris
Waste Management Plan (WMP)
Alameda Municipal Code, Chapter XXI, Article VI

This C&D Debris Waste Management Plan must be completed for all construction and demolition projects reasonably valued by the City of Alameda to cost $100,000 or more. Building or demolition permits will not be issued without an approved C&D Debris WMP unless the permit applicant has certified the use of the services of the City's franchise hauler, Alameda County Industries (ACI), as the sole C&D debris hauler for the project.

Please submit the following information to: City of Alameda, Planning and Building Department, Permit Office, 2263 Santa Clara Avenue, Room 190, Alameda, CA 94501, fax (510) 747-6804. If you have questions, please call (510) 749-5840.

Alameda County Industries (ACI), will be used

Complete and sign the following statement if the City of Alameda's franchised hauler, Alameda County Industries (ACI), will be used as the sole C&D debris hauler for the project.

I (*name of person submitting this form*)_____ hereby certify under the penalty of perjury, per the laws of the State of California, that Alameda County Industries (ACI) will be contracted as the sole service provider to collect and haul the construction and demolition debris related to this project.

Project Application/Permit #: _____ **Project Address**: _____

_____ _____

Signature and Date **Company and Title (if applicable)**

Alameda County Industries (ACI), will not be used

Complete the remaining portions of the form only if the City of Alameda's franchise hauler, Alameda County Industries (ACI), will not be used as the sole C&D debris hauler for the project. Note: only ACI and City of Alameda permitted haulers can collect and haul C&D debris in Alameda.

Name of Permitted Hauler that will be used: _____
Project Application/Permit #: _____ **Project Address**: _____
Contact Name: _____ Title: _____
Company Name: _____
Contact Mailing Address: _____
Phone: _____ Fax: _____ Email: _____

Type of Project: ☐ New Construction ☐ Addition/Alteration ☐ Demolition

Type of Building: ☐ Commercial ☐ Single-Family Residence

☐ Public Building ☐ Multi-Family Residence

Tenant Improvement: ☐ Yes ☐ No

Size of Project _____ sq. ft. Construction Valuation $ _____

Estimated Start Date _____/_____/_____ Estimated Completion Date _____/_____/_____

Briefly state how solid waste materials will be handled **at this project site** to ensure salvage/reuse or recycling. Also explain how you will inform the workers/sub-contractors of your Waste Management Plan requirements and ensure their participation (attach additional sheets if necessary).

Requirement: reduce the quantity of materials disposed at landfills by 50% or more (determined by weight)

Column A – List **estimated quantity** of waste for each material type (in **tons**). To convert other units (e.g. cubic yards) to tons, use the attached Materials Conversion Worksheet. *This includes demolition debris and discarded materials/scrap generated during construction.*
Columns B, C – List **estimated quantities** to be reused, recycled or disposed.
Column D – State the name of all vendors or facility you plan to reuse, recycle or dispose of material listed. See example below for cases where more than one facility was used for a particular material type.
Column Totals – Add up all quantities listed in Columns A, B and C.

Recycled Mixed Debris – This category is only for mixed debris loads that will be taken to a recognized facility (please refer to list of Mixed Debris Recycling Facilities). Use the Materials Conversion Sheet to calculate the quantity of mixed materials that can be credited towards recycling. Receipts must be provided with your Summary Report (due at project completion) to receive recycling credit.

Application/Permit # _____ Project Address: _____

Proposed Material Handling Methods – Indicate quantities (in tons only) for each material listed.

Material Type	**A Total Quantity Discarded**	**B Reuse/Recycling**	**C Disposal**	**D Proposed Destination(s)**
Example: Cardboard	2 tons	1.5 tons	0.5 tons	(Recycle) Davis St. Recycling Center (Disposal) Davis St. Transfer Station
Asphalt				
Concrete				
Brick/Masonry/Tile				
Cabinets, doors, fixtures, windows (circle all that apply)				
Carpet				
Carpet padding/Foam				
Ceiling tile (acoustic)				
Drywall (used)				
Drywall (new, unpainted sheets or scrap)				
Landscape debris (brush, trees, stumps, etc.)				
Scrap metal				
Unpainted wood and pallets				
Garbage/Trash				
Other (do not include dirt) Material: _____				
Recycled mixed debris (see instructions above)				
Column Totals	A	B	C	D

- Fill in the blanks below to determine if your plan meets the City's requirement of reducing project waste disposal by 50% or more.
- Column Totals B _____ ÷ A = _____ x 100 = _____ %
- Is the percentage calculated greater than or equal to 50%? ☐ YES ☐ NO. If no, explain why:

_____
_____
_____

Name: _____ Signature: _____ Date: _____

Send completed form to Public Works Department, Environmental Services

INFORMATION ONLY

Materials Conversion Sheet

The following table lists materials typically generated from a construction or demolition project and provides assistance in converting common units (i.e. cubic yards (cy), square feet (sq ft) and board feet (bd ft)) to tons. Use these conversion factors and receipts from previous projects to help you estimate the amount of materials and waste.

Material	**Unit**	**Tons/unit**
Asphalt	By cubic yard	0.7 tons/cy
Brick	Broken – By cubic yard Whole, palletized – By cubic yard	0.7 tons/cy 1. 512 tons/cy
Building Materials (doors, windows, cabinets, etc.)	By cubic yard	0. 15 tons/cy
Cardboard	By cubic yard	0.05 tons/cy
Carpet	By square foot By cubic yard	0.0005 tons/sq ft 0.3 tons/cy
Carpet Padding/Foam	By square foot	0.000125 tons/sq ft
Ceiling Tiles	Whole (palletized) – By square foot Loose – By cubic yard	0.0003 tons/sq ft 0.0875 tons/cy
Concrete	Broken – By cubic yard Solid slab - By cubic yard	0. 9 tons/cy 1.3 tons/cy
Drywall (new or used)	1/2" (by square foot) 5/8" (by square foot) Demo/used (by cubic yard)	0.0008 tons/sq ft 0.00105 tons/sq ft 0. 25 tons/cy
Landscape Debris (brush, trees, etc.)	By cubic yard	0. 15 tons/cy
Masonry block (broken)	By cubic yard	0.6 tons/cy
Scrap Metal	By cubic yard	0. 453 tons/cy
Tile	By square foot	0. 00175 tons/sq ft
Unpainted Wood & Pallets	By board foot By cubic yard	0.001375 tons/bd ft 0. 15 tons/cy
Wood (chipped)	300 - 650 lbs/cy	0.15 – 0.3 tons/cy
Garbage/Trash	By cubic yard	0. 175 tons/cy

Examples: 1,000 square feet carpet (old, removed) x 0. 0005 tons/square feet = 0. 5 tons carpet
5 cubic yards of broken concrete x 0. 9 tons/cubic yard = 4. 5 tons broken concrete

Instructions and Worksheet for Mixed Debris Recycling

There are several options for recycling Mixed Construction and Demolition Debris in the San Francisco Bay Area. However, the types and percentage of materials recovered from mixed loads (and the quantity your project will be credited for recycling) differs with each facility. See "% Recycled" column in table below.

Alameda County Facilities*	***Address***	**% Recycled**
Davis Street Transfer Station** (Self Haul Only)	2615 Davis St., San Leandro (510) 638-2303	60%
Out of County Facilities*	**Address**	**% Recycled**
Guadalupe Landfill	15999 Guadalupe Mines Road, San Jose (408) 268-1670	60%
Marin Resource Recovery Center	565 Jacoby Street, San Rafael (415) 485-5647	60%
Newby Island Landfill	1601 Dixon Landing Road, San Jose (408) 262-1401	60%
Sanitary Fill Company	501 Tunnel Ave., San Francisco (415) 330-1400	60%
Zanker Material Processing Facility	705 Los Esteros Road, San Jose (408) 263-2384	70%

* Listing in this directory is not a recommendation or endorsement by the City of Alameda. Please call the facilities first to determine prices as well as types and quantities of materials accepted.
** For recycling you must request (a) that materials be sorted for recycling, and (b) a receipt documenting recycling.

To calculate the quantity of materials you can count towards meeting the City's waste reduction and recycling requirements, use the worksheet below. Use estimated quantities for your C&D Debris WMP. For your C&D Debris Recycling Summary Report, you are required to provide actual quantities based on weight tags or other verifiable documents.

1. Enter estimated quantity of Recycled Mixed Debris for the facility. If your estimate is based on tons, enter the quantity directly in Column III. If your estimate is based on cubic yards (cy), follow the steps below:
   i. Enter the quantity in Column I.
   ii. Multiply by tons/unit (Column II).
   iii. Enter the result in Column III.
2. Multiply total from Column II by Mixed Debris recycling credit (Column IV).
3. Enter total tons of mixed debris generated from Column III into Column A of Recycled Mixed Debris category in your C&D Debris WMP or Recycling Summary Report.
4. Enter total Column V in Column B of C&D Debris WMP or Recycling Summary Report.

Recycled Mixed Debris Worksheet

Facility	**Column I**		**Column II**		**Column III**		**Column IV**		**Column V**
	Total Cubic Yards		**tons/cy**		**Total tons (To Column A)**		**Recycling Credit**		**Total Recycled (To Column B)**
Davis Street	_____ cy	x	0.175	=	_____	x	0.60	=	_____
Guadalupe Lndfl.	_____ cy	x	0.175	=	_____	x	0.60	=	_____
Marin Res. Rec.	_____ cy	x	0.175	=	_____	x	0.60	=	_____
Newby Is. Lndfl.	_____ cy	x	0.175	=	_____	x	0.60	=	_____
Sanitary Fill Co.	_____ cy	x	0.175	=	_____	x	0.60	=	_____
Zanker MPF	_____ cy	x	0.175	=	_____	x	0.70	=	_____

Construction and Demolition Debris

Recycling Summary Report

This C&D Debris Recycling Summary Report must be completed for all construction and demolition projects reasonably valued by the City of Alameda to cost $100,000 or more. Completed Summary Reports must be submitted to the City of Alameda prior to: Final Inspection, issuance of Certificate of Occupancy or Temporary Certificate of Occupancy. A separate Summary Report is required for each permit issued.

Please submit the completed C&D Debris Recycling Summary Report within thirty (30) days after the completion of the project to: City of Alameda, Planning and Building Department, Permit Office, 2263 Santa Clara Avenue, Room 190, Alameda, CA 94501, fax (510) 747-6804. If you have questions, please call (510) 749-5840.

Complete and sign the following statement only if the City of Alameda's franchise hauler, Alameda County Industries (ACI), <u>was used</u> as the sole C&D hauler for the project. You might be asked to submit documents to prove that only ACI provided C&D hauling services related to this project.

I (*name of person submitting this form*)_____ hereby certify under the penalty of perjury, per the laws of the State of California, that Alameda County Industries (ACI) was contracted as the sole service provider to collect and haul the construction and demolition debris related to this project.

Project Application/Permit #: _____ **Project Address**: _____

_____ _____

Signature and Date **Company and Title (if applicable)**

Complete all the remaining portions of this Summary Report only if the City of Alameda's franchise hauler, Alameda County Industries (ACI), <u>was not used</u> as the sole C&D debris hauler for the project. Please provide proof that only City of Alameda permitted haulers were used for the project.

Project Application/Permit #: _____ **Project Address**: _____

Contact Name: _____ Title: _____

Company Name: _____

Contact Mailing Address: _____

Phone: _____ Fax: _____ Email: _____

Type of Project: ☐ New Construction ☐ Addition/Alteration ☐ Demolition

Type of Building: ☐ Commercial ☐ Single-Family Residence

☐ Public Building ☐ Multi-Family Residence

Tenant Improvement: ☐ Yes ☐ No

Size of Project _____sq. ft. Construction Valuation $ _____ Completion Date ___/___/___

Name of hauler company(ies) used for the project: _____

_____

For City Use Only. ☐ Documentation Requested ☐ Documentation Provided

Permit No. _____ Submitted ____/ ____/ ____

Project Name _____ Inspector's Name _____

ESD Staff Initials _____ Received ____/ ____/ ____ Type of Assistance _____

Applicant Contacted ____/ ____/ ____ Time Spent _____

☐ 50% Diversion ☐ Good Cause ☐ Non-Attainment (Percent Diverted _____%)

Reason for non-attainment:

Requirement: reduce the quantity of materials disposed at landfills by 50% or more (determined by weight)

Column A – List **actual quantity** of waste for each material type (in **tons**). To convert other units (e.g. cubic yards) to tons, use the attached Materials Conversion Worksheet. *This includes demolition debris and discarded materials/scrap generated during construction.*
Columns B, C – List **actual** quantities reused, recycled or disposed.
Column D – State the name of all vendors or facilities you utilized for reuse, recycling or disposal of materials listed. See example below for cases where more than one facility was used for a particular material type.
Column Totals – Add up all quantities listed in Columns A, B and C.

Recycled Mixed Debris – This category is only for mixed debris loads that were taken to a recognized facility (please refer to list of Mixed Debris Recycling Facilities). Use the Materials Conversion Sheet to calculate the quantity of mixed materials that can be credited towards recycling. Receipts must be provided with your C&D Debris Recycling Summary Report (due at project completion) to receive recycling credit.

Application/Permit # _____ Project Address: _____

Actual Material Handling Methods – Indicate quantities (in tons only) for each material listed.

Material Type	**A Total Quantity Discarded**	**B Reused/Recycled**	**C Disposed**	**D Actual Destination(s)**
Example: Cardboard	2.4 tons	1.8 tons	0.6 tons	(Recycle) Davis St. Recycling Center (Disposal) Davis St. Transfer Station
Asphalt				
Concrete				
Brick/Masonry/Tile				
Cabinets, doors, fixtures, windows (circle all that apply)				
Carpet				
Carpet padding/Foam				
Ceiling tile (acoustic)				
Drywall (used)				
Drywall (new, unpainted sheets or scrap)				
Landscape debris (brush, trees, stumps, etc.)				
Scrap metal				
Unpainted wood and pallets				
Garbage/Trash				
Other (do not include dirt) Material: _____				
Recycled mixed debris (see instructions above)				
Column Totals	A	B	C	D

- Fill in the blanks below to determine if your plan meets the City's requirement of reducing project waste disposal by 50% or more.
- Column Totals B _____ ÷ A = _____ x 100 = _____ %
- Is the percentage calculated greater than or equal to 50%? ☐ YES ☐ NO. If no, explain why:

_____

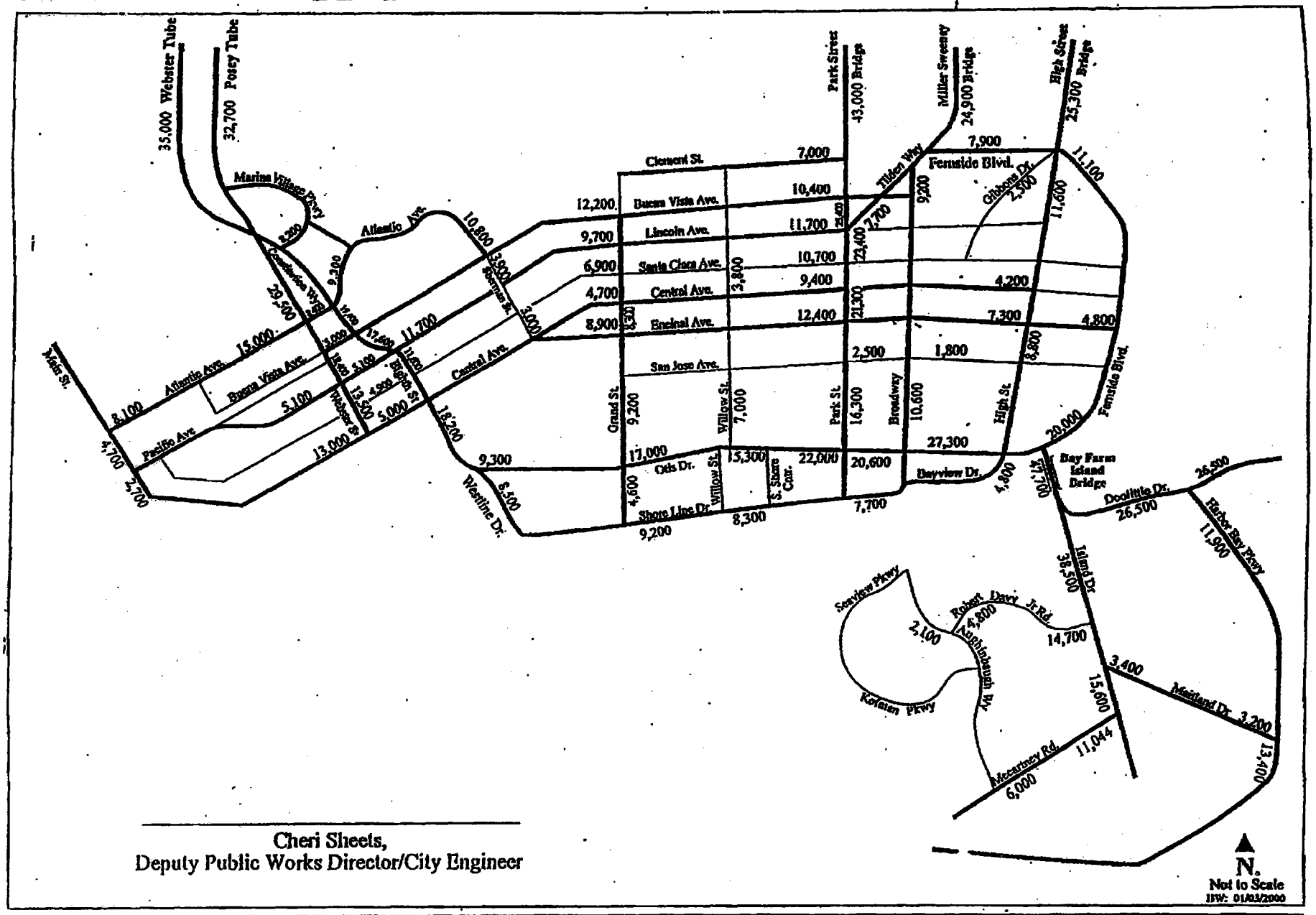
_____

Name: _____ Signature: _____ Date: _____

Send completed form to Public Works Department, Environmental Services

EXHIBIT 'P'

MAP OF MAJOR STREETS



Cheri Sheets,
Deputy Public Works Director/City Engineer

MAP OF MAJOR STREETS

City of Alameda
Division of
Traffic Engineering

EXHIBIT ‘Q’

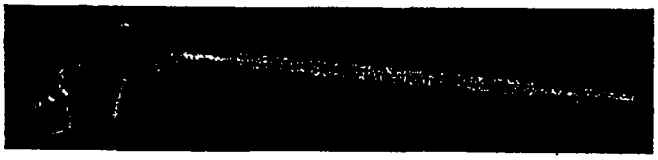
AIR SPADE SERIES 2000

Concept Engineering Group, Inc.

AIR-SPADE®

The AIR-SPADE® Series 2000 is a very rugged and durable handheld tool that produces a stream of supersonic air moving at mach 2. The AIR-SPADE® effectively penetrates and dislodges most types of soil, but is harmless to non-porous objects such as plant roots and buried pipes or cables. In addition, the AIR-SPADE® has been proven to dig up to 50% faster than other air excavation equipment. Additional advantages are:

- High efficiency
- Interchangeable nozzles
- Durable fiber glass barrel with dirt guard
- Meets all current OSHA and CE mark standards
- Fast shipment direct from our factory in Verona, PA
- High strength steel safety trigger guard and heavy duty dead-man trigger
- Ergonomic grip
- Available in various lengths



The standard AIR-SPADE® Series 2000 is:

- One supersonic nozzle;
- One 4' barrel with dirt guard; and
- One series 2000 handle with Air-King® hose fitting

AIR-SPADE® Series 2000 Specifications

Rated Pressure	90 psig (6.2 bar)	**Standard Length**	5 Ft.
Rated Flow	150 scfm (4.2 m3/min)	**Weight**	7 lbs.
Barrel	High Strength Pultruded Fiberglass	**Nozzle**	Machined Stainless Steel

Downloads

- AIR-SPADE® Series 2000 FAQ Sheet
- AIR-SPADE® Series 2000 Price List
- AIR-SPADE® Series 2000 Instruction Book
- Typical AIR-SPADE® Project Presentation
- Supersonic Nozzle Information

* To read about the markets and applications that the AIR-SPADE® Series 2000 is used for, as well as view their specific product brochures, please see the Markets/Application pull down menu on the navigational bar to the left.

** To View a list of AIR-SPADE® accessories please visit the AIR-SPADE® Accessories page under Products on the navigational bar to the left.

[redacted]

AIR-SPADE®

AIR-SPADE® is a hand held excavation tool that transforms pressurized air from a standard compressor into a "laser like" supersonic air jet. This amazing tool can dig in even the toughest soils and clays but is still gentle to trees and [illegible] used by [illegible]

[illegible] tion

[illegible] Analysis

[illegible] ried Utilities

[illegible] speed and gentleness to plants, AIR-SPADE® has become the choice in excavation tools for Arborists, Landscapers, and Tree Professionals.

Excavating roots with AIR-SPADE® is fast and does no damage to the plant.

GET RESULTS FASTER USING AIR-SPADE®.

CONCEPT ENGINEERING GROUP, INC.

15 Plum Street
Verona, PA 15147-2100

888-55-SAFEX
412-826-8800
Fax: 412-826-8601
Email: ceg@air-spade.com
www.air-spade.com

MEMBER
NATIONAL ARBORIST ASSOCIATION

CONCEPT ENGINEERING GROUP, INC.

AIR-SPADE® HANDTOOL

Product Information and Price List

Phone: 888-55-SAFEX (7-2339)

R-SPADE®
chnology

AIR-SPADE® Series 2000 is the standard tool for arboricultural work. With a 150 scfm/90 psig nozzle, it fits the most ard compressor available. AIR-SPADE® is furnished with a sturdy cast aluminum handle which includes both a dead man trigger and guard to prevent accidental operation, and an industry standard air hose coupling. On the opposite end is a stone guard as well as the supersonic nozzle. These components, combined with the fiberglass barrel, are designed to make the tool lightweight but durable, thus reducing operator fatigue and back strain, while improving productivity. AIR-SPADE® Series 2000 has a new ergonomically designed handle and better airflow. **AIR-SPADE® Series 2000 is still the professional's perfect tool for excavations near valuable trees and plants.**

Concept Engineering Group, Inc. (CEG) introduced in 1998, the revolutionary new AIR-SPADE® handtool. Using a correct aerodynamic design, CEG's patented supersonic air jet nozzles efficiently convert the energy of the compressed air into digging power. The supersonic air jet achieves pressure per unit area of the soil over three times that which is achieved by an open-ended nozzle. In practical terms this means that AIR-SPADE® can do more work and dig more material per standard cubic foot of compressed air used. In tests done by our customers against other air tools, CEG nozzles have proven to dig much faster and to much better results.

AIR-SPADE® Series 2000 is easy to use, and now with improved airflow, digs even better and faster.

Price List

AIR-SPADE® 150/90 (150 scfm @ 90 psig, 8 ft long)	$1,160.00
Extensions/Reducers (2 Ft to 5 Ft)	$315 to $355
10 Ft Lightweight Hose (available in 25 Ft or 50 ft lengths)	$65.00
45° Angled Adapter	$205.00
225 scfm @ 90 psig nozzle	$535.00
Nozzles 60 scfm and 25 scfm @ 90 psig	$390.00 each
Storage Case w/lock	$295.00
AIR-SPADE® 150/90 Shipping in US (UPS Ground)	$30.00
AIR-SPADE® 150/90 Shipping in US (UPS overnight)	$130.00

$3.035

Buying an AIR-SPADE® and coupling it to the most commonly available compressor, provides you with a complete excavation system. For the standard nozzle a compressor, rated at a minimum of 150 scfm and 100 psig, is needed so that the supersonic nozzle can be operated at its optimal design point. Please call if you have questions about compressor sizes or nozzle performance.

AIR-SPADE® comes in a standard length, approximately 60", and with a 150 scfm (standard cuft per minute)/90 psig (lb per sqft gage) nozzle, which is all you need for most aboricultural jobs. The 225 scfm nozzle is used for heavily compacted soils or for much faster excavation. Other labor saving accessories and nozzles are available should you require faster or slower excavation, changing the direction of airflow and to reduce operator fatigue, or to fit a compressor you might already have. See our web pages or call for a complete description of our accessories.

AIR-SPADE® ORDER FORM

Description	Qty.	Price	Subtotal

Order total: _____
Tax (PA add 7%) _____
Shipping: _____
Total: _____

Name _____
Address _____
_____
_____
Phone _____

Method of Payment
- ☐ Check
- ☐ Purchase Order
- ☐ Visa/MasterCard
- ☐ Amex

Credit Card # _____ Exp. date _____
Signature _____

CONC

888-55-SAVEX
412-826-8800
Fax: 412-826-8601
Email: ceg@air-spade.com
www.air-spade.com

AIR-SPADE® ACCESSORIES

Extensions and Reducers with fittings (various lengths available)

HT-69 225 scfm (6.3m^3/min) @ 90 psig (6.2 bar) nozzle

HT-38 60 scfm (1.7m^3/min), 90 psig (6.2 bar) nozzle

HT-39 25 scfm (0.7m^3/min), 90 psig (6.2 bar) nozzle

Dix-Lock® Hose Fittings

HT-105 Comfort Hose, Lightweight Hose 10 ft. (3m) with couplings

HT-70 Lightweight Hose 25 ft. (7.6m) with couplings

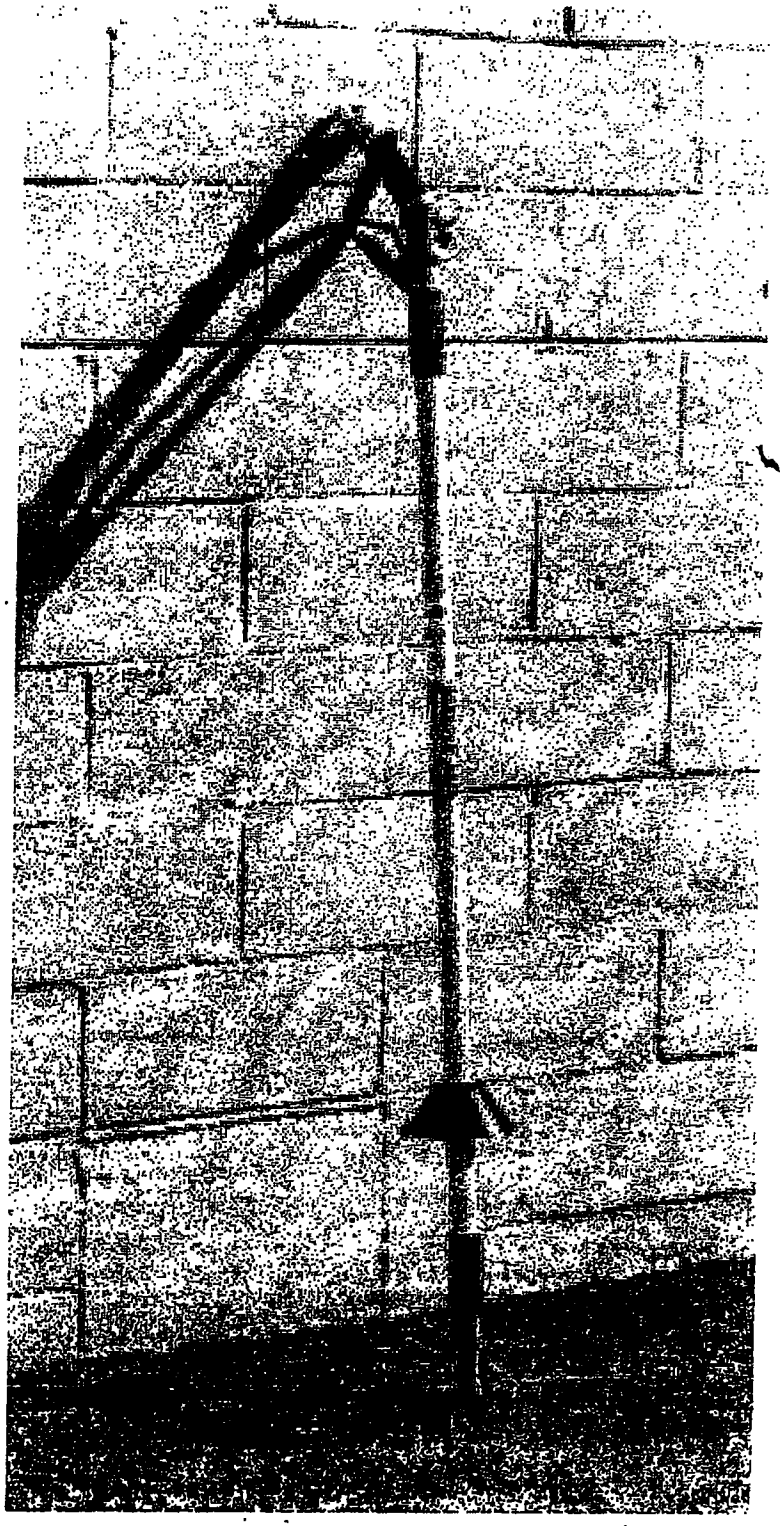
HT-46 45° Angled Adapter

HT-79 Protective Head Gear with Scratch Proof Face Shield

HT-94 AIR-SPADE® Storage Case

For more information contact:

Concept Engineering Group, Inc.
15 Plum Street
Verona, PA 15147 U.S.A.
TEL: 01 412-826-8800
FAX: 01 412-826-8601
Phone (US and Canada): 1-888-557-2339
EMAIL: ceg@air-spade.com
WEB: http://www.air-spade.com



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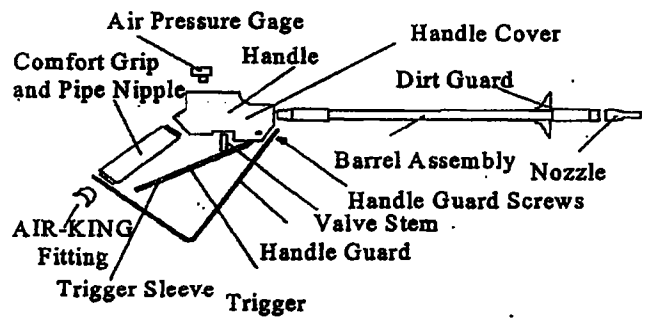
REPLACEMENT PARTS

Item	Part Number
Handle	HT-22
Handle Cover	HT-60
Handle Guard	HT-04
Valve stem	HT-52
Barrel Assembly	HT-45
Air Pressure Gage	HT-10
Trigger	HT-08
Trigger Sleeve	HT-19
Comfort Grip	HT-07
Dirt Guard	HT-34
Handle Guard Screws	HT-05
Nozzle 150 scfm (4.2m^3/min) (6.2 bar) 90 psig	HT-37
Valve Stem Washer	HT-66
Valve Stem Spring	HT-18
AIR-KING AM-8 Hose Fitting	HT-20



USE OF EXTENSIONS AND REDUCERS

- To install an extension, remove nozzle by turning counterclockwise. Attach the barrel coupler to the male threads of the AIR-SPADE® barrel and hand tighten only by turning clockwise. Tighten the barrel extension by turning clockwise, by hand, until tight with the barrel coupler. Replace nozzle on the open end of the barrel extension. Hand tighten the nozzle by turning clockwise. Tool is now ready for use. To uninstall, just reverse the procedure.

- To install a reducer, remove the handle and nozzle per the previous instructions and then install the nozzle and handle on the reducer.

SPECIFICATIONS

Model	Series 2000
Flow	Either 150 scfm (4.2m^3/min), 225 scfm (6.2m^3/min) 60 scfm (1.7m^3/min), or 25 scfm (0.7m^3/min) depending on nozzle size
Pressure	90 psig (6.2 bar)
Mach Number	2
Hose size	1 inch inner (25 mm) diameter minimum recommended

The AIR-SPADE® is covered by U.S. Patents 5,782,414, DES 408,830, and DES 435,207.

COMPRESSOR REQUIREMENTS

For the standard 150 scfm (4.2m^3/min) nozzle, it is recommended that this tool be used with a compressor rated at a minimum of 165 scfm (4.6m^3/min), 100 psig (6.4 bar). If alternate nozzles are purchased, the compressor must be of sufficient pressure capacity, 100 psig (6.4 bar), and have a flow at least equivalent to 110% of the nozzle's scfm rating. **The use of lower flow and/or lower pressure compressors may diminish the tool performance.**

MAINTENANCE

As with any quality tool, the AIR-SPADE® does require good care to ensure it works properly when you need it. It is good practice, prior to each use, to inspect tool for any loose or visibly damaged parts. Dirt or other foreign material around the trigger or valve stem should be removed. A light oil or lubricant (eg. WD40) may be applied around the exposed valve stem. Tighten or replace worn parts as needed.

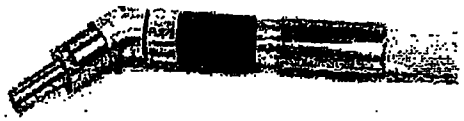
LIMITED WARRANTY

The AIR-SPADE® Series 2000 tool is warranted by Concept Engineering Group Inc. (CEG) against defects in material and workmanship for a period of 180 days. The unit will be replaced or repaired at CEG's option as a result of such defects. Warranty will commence upon date of shipment of tool by CEG.

CEG's warranty shall not be effective if the tool has been the subject of misuse, negligence or accident, or if it is configured or used in any manner inconsistent with the directions set forth in this operator's manual. Wear and tear from normal use is not covered under this warranty.

Any and all claims for warranty consideration must be coordinated through CEG. Do not return unit or parts without prior authorization. Returned unit or parts must be postage prepaid.

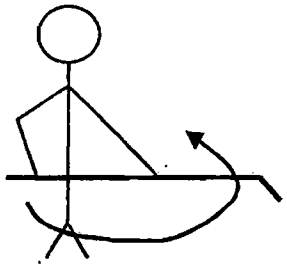
The purchaser's recovery for damages resulting from any and all causes whatsoever, including, but not limited to, breach of contract, breach of warranty, negligence or strict product liability will be limited to the replacement of the components of the tool with respect to which losses or damages are claimed, provided that CEG has been notified of any alleged defect within the warranty period.



USE OF THE 45° ADAPTER

- The entire assembly is tightened by hand with no tools required. To install the 45° adapter, clean the threads and o-ring of any dirt and apply anti-sieze compound to the threads. Screw the knurled barrel extension coupler to the barrel connector on the nozzle end of the tool. Do not screw the adapter into the handle. Apply anti-sieze compound to the male end of the adapter. Before inserting the adapter into the extension coupler, make sure the locking ring is screwed on to the adapter until it shoulders. Screw the adapter, with locking ring, into the extension coupler to within 1/16" of the locking ring, Rotate adapter to the desired orientation and lock in place by tightening the locking ring against the extension coupler.

- **CAUTION: When using the 45° adapter with the AIR-SPADE®, especially with the 150 / 90 nozzle, the air will push the tool away from the direction that the nozzle is aimed. To prevent this action from occurring unexpectedly, the operator should be sure to place his free hand half way down the barrel to brace the tool against the force produced by the air.**



- To reinsert valve stem into bushing, place a small drop of oil on the stem assembly and reinsert into the brass bushing. Push down gently until the assembly is seated. Carefully place the spring on top of the valve stem assembly making certain that the spring fits down over the hex nut. Wrap the threads of the 1" pipe plug with pipe thread sealant tape and reinstall the plug. Reinstall the handle cover. Attach the tool to the air source and check the operation of the tool.

- **CAUTION: The socket plug should be tightened flush with top surface of handle. Serious damage to the handle may result if plug is tightened below surface of handle.**

IN NO EVENT SHALL CEG BE LIABLE TO THE PURCHASER OR ANY USER OF THE AIR-SPADE®, OR TO ANY OTHER PERSON OR ENTITY, FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING THE COST OF PROVIDING SUBSTITUTE EQUIPMENT DURING PERIODS OF MALFUNCTION OR NON-USE AND DAMAGES FOR DELAY. THE WARRANTIES AND REMEDIES SET FORTH ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES AVAILABLE. CEG SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY.

SAFETY INSTRUCTIONS

DO NOT operate the AIR-SPADE® until operating and safety instructions are fully read and understood.

DO NOT use the AIR-SPADE® as a pry bar.

DO NOT make any modifications to the AIR-SPADE®.

DO NOT point or aim the AIR-SPADE® at any person during operation.

DO NOT tie, tape or otherwise lock or fasten the trigger into on open operating position.

DO NOT expose bare skin to the supersonic air stream exiting the nozzle.

ALWAYS wear appropriate protective work clothing and equipment. Cut and puncture resistant gloves, approved safely eye glasses with side shields and / or face protection, and approved hearing protective earplugs or earmuffs are recommended while operating the AIR-SPADE®. Eye protection should comply with ANSI Z87.1 -1989. Ear protection should provide a NRR of at least 20 dB. In extremely dusty conditions, operator should wear approved respiratory protection.

Before reinstalling the handle, apply a small amount of commercial grade anti-sieze compound to the threads to prevent galling of the threads

AIR PRESSURE GAGE

- An air pressure gage may be removed with any plain suction cup tool, which is commonly available at any auto parts store, by turning counterclockwise. A new gage may be inserted by putting a small amount of thread sealant on the gage stems threads and turning in by hand as far as possible, then tightening with the suction cup tool.

VALVE STEM AND SEALING WASHER

- If your AIR-SPADE® has a handle cover, remove handle valve cover by drawing towards the rear of tool. This will expose the 1" (25mm) socket pipe plug. Insert a 1/2" (12.5mm) square socket wrench drive into the socket and turn counterclockwise to remove the plug. With a needle nose pliers remove the spring, washer, and valve stem.

- If replacing the sealing washer, wrap the top end of the valve stem with a cloth and grip with pliers or vice grips, remove the hex nut and replace the washer. Place a drop of Locktite thread sealer on the hex nut and reattach to the valve stem.

AIR-SPADE® PARTS, DISASSEMBLY AND RE-ASSEMBLY

AIR-KING® HOSE FITTING

- Should It be necessary to remove the AIR-KING® hose fitting, carefully snug aluminum handle casting in a vise, being careful not to unscrew steel nipple from handle casting. Loosen and remove the AIR-KING® fitting by turning it counter clockwise. **Before reinstalling the hose fitting, wrap the treads with pipe tape to prevent galling of the threads between the steel pipe nipple and the AIR-KING® hose fitting.**

NOZZLE

- The nozzle has been designed for easy assembly and disassembly by hand without the need for wrenches. However, in the unlikely event of a tighter than normal connection, flats are provided on the nozzle for wrench application. **Before re-installing the nozzle, remove any dirt or foreign material from the threads and o-ring, and apply a small amount of commercial grade anti-sieze compound to the threads.**

HANDLE

- The handle has also been designed for easy assembly and disassembly by hand from the fiberglasss barrel. A spanner wrench may used on the barrel connector if necessary.

ALWAYS check that the compressor is delivering the specified pressure to operate the AIR-SPADE®.

ALWAYS ensure that all personnel near the area being excavated are aware that AIR-SPADE® is being used and that they wear appropriate personal protection as indicated.

ALWAYS protect any surface that could be chipped or damaged by a dislodged soil or rock particle adjacent to the excavation work area by suitable drop cloths, screens, or other means.

ALWAYS connect air hoses in full compliance with federal, state, and local codes. Inspect hoses for leakage, kinking, abrasion, corrosion or any other signs of wear or damage. Worn or damaged hose assemblies should be replaced immediately. Safety devices should be used in accordance with manufacturer's recommendations.

ALWAYS inspect the AIR-SPADE® tool for loose or damaged parts prior to use. Tighten, repair, and / or replace as necessary before use.

ALWAYS expect the AIR-SPADE® tool to push up when using the 45° adapter. Brace against the upward force by holding the tool in accordance with the operating instructions.

ALWAYS adhere to all the safety instructions for the compressor as set forth in its manufacturer's manual.

GENERAL INFORMATION

The AIR-SPADE® Series 2000 is a hand held tool that produces a "laser-like" jet of air moving at approximately 1,230 mph (2000 km/hr), i.e. twice the speed of sound. The most commonly used nozzle is designed to utilize 150 standard cubic feet per minute (4.2m^3/min) of compressed air at 90 pounds per square inch (6.2 bar) gauge. The AIR-SPADE® tool consists of a manually operated, spring return, on / off valve, a rigid barrel, and a CEG supersonic nozzle. It is to be connected to a standard industrial air compressor capable of producing the above stated flow at the above stated pressure.

The AIR-SPADE®'s supersonic jet of air effectively penetrates and dislodges most types of soil, but is harmless to non-porous items like buried pipes or cables. Unlike the hard cutting edges of shovels, picks, digging bars, blades or buckets, only the high speed air of the jet contacts the soil. Excavating with an AIR-SPADE® is much easier and many times faster than hand excavation. The AIR-SPADE® can excavate rocky types of soils where a shovel cannot be used. CEG's AIR-SPADE® is made in different sizes tailored for the job. The AIR-SPADE® is ideally suited for jobs requiring precise, safe excavation.

Although supersonic nozzles have been designed and built for many years for rocket engines, CEG's AIR-SPADE® supersonic air jet excavation nozzles are different. Unlike propulsion nozzles, the energy

The dust shield should be positioned to deflect the blown soil, and the operator should wear the proper face and eye protection

TRENCHING

- For shallow trenching, hold the AIR-SPADE® at an angle between 30° and 45° from the horizontal and pointed in the direction that the trench is to be excavated. With the trigger depressed, move the nozzle from side to side for the desired trench width and blow the loosened soil out of the trench ahead of the AIR-SPADE®. Continue until the trench is formed to the required length. For deeper trenching, soil removal may be an issue. This type of trenching may best be done using the AIR-SPADE® in combination with a shovel, vacuum unit (like our SAFEX®), or other type of soil removal equipment which can remove the lose soil without damage to the buried items. **Be sure that any personnel are kept away from the soil spray, and protect any object that could be impacted by the blowing soil.**

SHUT DOWN

- Shut down the air compressor according to the manufacturer's instructions.
- Close the air compressor's air supply valve.
- With the AIR-SPADE® pointed up and away from all personnel or loose objects, depress and hold in the AIR-SPADE® trigger until all compressed air from the tool and hose is fully expelled and the air pressure gauge on the tool reads "0".
- Disconnect the air hoses and store the AIR-SPADE® as desired.

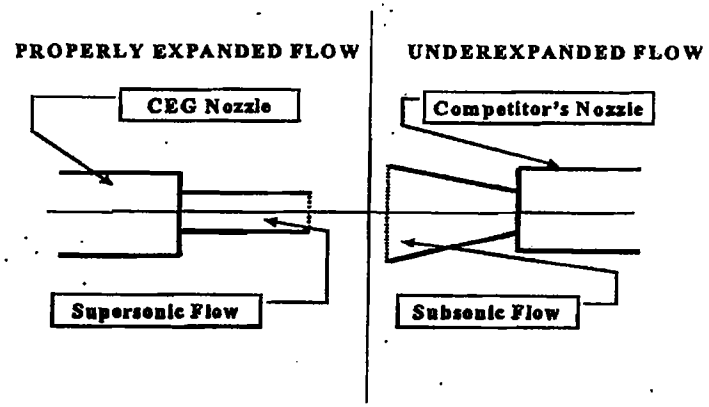
- Except in very hard and compacted clays, dwelling on the same spot tends to reduce the rate at which material is excavated and can increase the amount of material blown away from the excavation site.
- When boring a narrow hole in the soil, the tendency to expose the operator to material blown back directly out of the hole is increased. The AIR-SPADE® for general excavation is supplied with an auxiliary dirt shield that serves to confine any excavated material that may become airborne from leaving the general area of the nozzle.
- If soil is encountered that is difficult to dig, try adding some water to soften. Repeat until the desired results are obtained.

VERTICAL HOLES

For vertical holes, not larger than the diameter of the tool, place nozzle close to soil (Do not touch the soil) with the AIR-SPADE® in vertical position, depress trigger and thrust the tool into soil slowly. When resistance is met, draw the AIR-SPADE® slowly out of hole and reinsert. This will usually allow the loose soil to exit the hole and the tool can then be inserted down to the depth of the barrel. For vertical holes larger than the tool diameter, the hole should be started by outlining the footprint of the excavation and proceeding to remove the soil in 2-inch (50mm) lifts. Each lift of disturbed soil should then be removed with a shovel, vacuum, other removal system. This procedure should continue until the desired depth is reached. Note when plunging the tool into the soil and hole, the soil may be blown out along the axis of the tool.

to accelerate the air comes from the release of its compression rather than from the combustion of a fuel. Because of their small size, special tooling and computer-aided-machining is used to manufacture the nozzles. CEG has developed its own proprietary design method and CAD-CAM interface for its supersonic air jet excavation nozzles. CEG continues to refine and improve its design through detailed mathematical modeling and laboratory experimentation.

An AIR-SPADE® supersonic air jet is vastly different than pressured air exiting from a pipe nipple or a square edged orifice. These flows expand suddenly to atmosphere in a unfocused, complicated manner. The AIR-SPADE® supersonic jet has more kinetic energy and more focused momentum than these other air streams. In practical terms the AIR-SPADE® supersonic jet can do more work, dislodge harder materials, and move more material than these jets. The AIR-SPADE® is covered by U.S. Patents No. 5,782,414, DES 408,830, and DES 435,207.



OPERATING INSTRUCTIONS

IT IS THE RESPONSIBILITY OF THE USER TO READ AND UNDERSTAND THESE INSTRUCTIONS PRIOR TO OPERATION. FAILURE TO ADHERE TO THESE INSTRUCTIONS CAN RESULT IN PERSONAL INJURY. THE OPERATOR SHOULD HAVE A THOROUGH WORKING KNOWLEDGE ON HOW TO PROPERLY USE THE AIR COMPRESSOR TO WHICH THE TOOL IS ATTACHED.

BEFORE OPERATION

- Check the compressor for sufficient fuel and oil levels.
- If a portable compressor is used, make sure it is secure from accidental motion.
- Make sure the compressed air supply valve on the compressor is closed, i.e. no air flowing.
- Make sure that all hose connections are securely made and any safety clips are installed. The tool comes equipped with an AIR-KING® AM-8 3/4" (19mm) (or similar Dix-Lock®) hose fitting. The compressor hose to which the tool attaches should be equipped with an AIR-KING® AM -11 (or similar Dix-Lock®), 1" (25 mm) fitting.
- Use hose for compressed air service of sufficient rated working pressure for the operating value of the tool.
- Use air hose of an appropriate diameter and length for the job. For instance, the tool output pressure; with 150 scfm (4.2m^3/min) flowing at 90 psig (6.2 bar) through a 1 inch diameter (25mm), smooth bore air hose, drops about 3 psig (0.2 bar) for every 50 feet (15mm) of hose with couplings.

Therefore, use of other than a 1 inch (25mm) inner diameter hose may effect the performance of the tool.

STARTING

- Start the compressor according to the manufacturer's instructions which may vary from unit to unit.
- Check that the compressor is operating correctly and that the dead head pressure is sufficient for proper tool operation.
- Make sure that the AIR-SPADE® trigger is not depressed, i.e. that the valve is closed, and that the nozzle is pointed away from all personnel or any loose object that could be moved accidentally by the air stream. Open the compressor's air supply valve.
- Securely holding and pointing the AIR-SPADE® away from all personnel and any loose objects, depress the AIR-SPADE®'s trigger, opening its valve, and read the compressor discharge pressure gauge and the gauge on the tool. The pressure on gage at the tool should be between 95 and 100 psig (6.5 and 6.9 bar). If it is not, the output pressure of the compressor and / or the size of the hose may need to be changed.

NORMAL EXCAVATION

- For normal excavation, the best performance is achieved by holding the nozzle roughly perpendicular to the ground
- Depending on the soil type, the AIR-SPADE® is best moved along the surface to be excavated at a rate on the order of one to two foot per second (0.3 to 0.6 m/sec).

AIR-SPADE® Series 2000 and ACCESSORIES

The AIR-SPADE® Series 2000 standard version comes with a 150/90 nozzle and in a length that fits the average person. This combination is good for most applications. Three other supersonic nozzles are offered to fit a variety of uses. Any nozzle, except for the 225/90 may be substituted for the 150/90 on a tool order. The tool includes a standard AIR KING® hose fitting, Model AM-8 to connect to your compressor. The ergonomically designed handle includes a dead man trigger, pressure gauge, and rear hose connection.

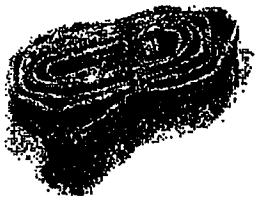
150 scfm / 90 psig - standard nozzle for most applications. Aggressively excavates soil with no harm to roots, cables, pipes etc. Good for the majority of applications and fits a standard sized compressor.

60 scfm / 90 psig - Good all around nozzle. Used when a lower potential for airborne material spread is desired such as in a close urban environment or to start the excavation. Fits compressors that mount under the hood or on a truck bed.

25 scfm / 90 psig - Just like hand digging plants and other objects. Used on fragile or dangerous items where speed of excavation is not important, and/or elimination of the spread of material is of paramount importance.

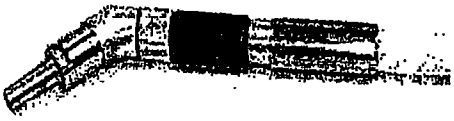
225 scfm / 90 psig – Used in heavily compacted soils, very heavy clay or other high compressive strength soils, or where excavation speed is most important.

Comfort Hose – This European hose is extremely lightweight and durable. Comes in either 10 or 25 ft. lengths. Very useful to eliminate operator fatigue by minimizing the weight at the tool end. Attach one end to tool and the other to heavy compressor hose. All fittings included.



Extensions and Reducers - Available in 2 ft to 5 ft lengths or can be custom made to any length.

45° Angled Adapter –Allows the AIR-SPADE® handtool's supersonic nozzle to be angled at 45° to the handtool in any direction, even underneath pipes, cables or roots. Reduces operator fatigue by allowing the tool be held at a comfortable position.



Storage Case – This case is watertight, airtight, dustproof, crushproof, and just plain tough. The protective foam insert has cutouts for AIR-SPADE® and accessories. Features include transport wheels, handle, and lock.

For more information, call CEG at 1-888-55-SAFEX (7-2339) or visit our web site at www.air-spade.com

AIR-SPADE® FREQUENTLY ASKED QUESTIONS

1. What can AIR-SPADE® be used for?

AIR-SPADE® can be used for just about any application that requires digging around sensitive plant roots or buried objects. Some typical applications include root collar excavation, soil compaction relief, diagnosis and treatment of diseases such as Oak Wilt, trenching for lightning protection and underground utilities, root pruning, root structure analysis, transplanting, educational work on roots and plants, and unearthing underground utilities. It has also been used in new construction to locate roots for the purpose of properly locating sidewalks and foundations. AIR-SPADE® is being used by contractors and utilities for pipe and cable installation and repair. Utilities and others have replaced air tools on their vacuum and maintenance trucks with AIR-SPADE®. As an aside, it has also been used for humanitarian demining and unexploded ordnance removal from sites all over the world.

2. What size compressor do I need for using AIR-SPADE® properly?

AIR-SPADE® Series 2000 with a 150/90 nozzle uses a standard size compressor rated at 150 scfm (standard cubic feet per minute) at 90 psig (lbs. per square foot gauge). You need to rent or obtain a compressor at least this size or preferably 185 scfm and 100 psig, as our instruction book indicates. The use of a smaller size air compressor may seriously inhibit the proper operation of the tool. This type of compressor typically rents for $65 to $100 per day depending on the area or is easily purchased. AIR-SPADE® comes standard with an AIR King® AM-8 hose connector.

3. How does AIR-SPADE® work?

AIR-SPADE® uses a patented supersonic nozzle that focuses the air "like a laser beam" to break up the soil. The soil can then be easily removed from the excavation site. Air exits the nozzle at twice the speed of sound (approximately 1300 mph) which allows for fast digging even in the hardest soils. The air is not harmful to roots or pipes etc. because to work, AIR-SPADE® needs a material that is porous. Even the slightest porosity in the material to be excavated, such as in heavy clays, will allow AIR-SPADE® to work efficiently.

4. What is the difference between AIR-SPADE® and other similar tools I have seen?

AIR-SPADE® is the only tool that has a real supersonic nozzle which has been patented by CEG. **In head to head testing, AIR-SPADE® was able to dig over 50% faster and in harder soils than its competitors. All other tools are obsolete and AIR-SPADE® Series 2000 represents state of the art in air excavation tools.** It is constructed of durable and lightweight space age materials, ergonomically designed, and its patented nozzle saves on compressor fuel costs. AIR-SPADE® is made and serviced in the US by people who are devoted to the field of air excavation technology. **Their only job is to produce quality air excavation tools!!!**

5. What are the benefits of using AIR-SPADE®?

Our customers say that AIR-SPADE® significantly reduces the time to excavate sensitive objects like roots and pipes, usually to minutes (from hours). It has been used to replace costly and messy water excavation methods and in some of the hardest clays and soils. Some businesses have offered customers a valued-added AIR-SPADE® service thus increasing revenue. By replacing existing air lances, industrial and utility users have increased productivity. Current users often comment that it is a "truly an amazing tool" and can "pay for itself in one job".

6. How much does AIR-SPADE® cost and when can I get it?

AIR-SPADE® Series 2000, as well as most accessories, is in stock and costs $1,160 + shipping ($30 for UPS ground ; 2nd day and overnight premium service is also available).

Concept Engineering Group, Inc. (CEG)
888-55-SAFEX (7-2339)
www.air-spade.com; E-MAIL: ceg@air-spade.com

Concept Engineering Group, Inc.

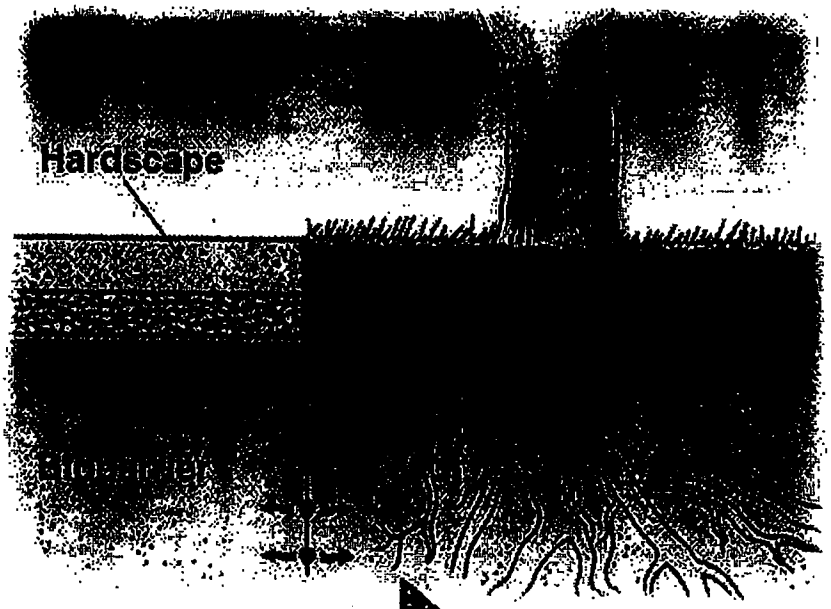
Home | Mission Statement

AIR EXCAVATION SOLUTIONS

CONCEPT ENGINEERING GROUP, INC. • 15 PLOW STREET • VERONA PA 15147-2108
PHONE: (412) 826-8003 • TOLL FREE: (888-557-2339) • FAX: (412)-826-8001 • E-MAIL: CEG@AIR-SPADE.COM

BIOBARRIER - HERBICIDAL GEOFABRIC

Biobarrier®



Biobarrier®

Biobarrier Root Control System prevents tree roots from growing in a zone around the fabric. Placed between a tree root and the area to be protected, such as a sidewalk, road, building, golf course green or anywhere that roots can cause damage, Biobarrier creates a barrier that causes roots to grow in another direction. Unlike solid barriers, it does not need to protrude above ground where it could be a tripping hazard and costly liability. Because it is a flexible geotextile fabric, Biobarrier easily fits the contours of any job site and is simple to install.

TOP OF PAGE

SEARCH FOR:

Search Site

Biobarrier is made of a durable, nonwoven, polypropylene geotextile fabric with permanently attached nodules containing trifluralin.

Trifluralin prevents root tip cells from dividing, which is the method by which roots grow.

BBA Fiberweb™

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Precautionary Statements
Hazards to Humans and Domestic Animals

CAUTION

May cause moderate eye irritation. Harmful if inhaled, or absorbed through the skin. Do not get in eyes, on skin or on clothing. The active ingredient, trifluralin, may cause skin sensitization reactions in certain individuals.

Use protective clothing such as long pants, long-sleeved shirt, and chemical resistant gloves when handling this product. Wash thoroughly with soap and water after handling. Remove contaminated clothing and wash before reuse.

USER SAFETY RECOMMENDATIONS

Users should:

- Wash hands before eating, drinking, chewing gum, using tobacco or using the toilet.
- Remove clothing immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.

First Aid

If swallowed:
- Call a poison control center or doctor immediately for treatment.
- Have person sip a glass of water if able to swallow.
- Do not induce vomiting unless told to do so by a poison control center or doctor.
- Do not give anything by mouth to an unconscious person.

If in eyes:
- Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after first 5 minutes, then continue rinsing eye.
- Call poison control center or doctor for treatment advice.

If on skin or clothing:
- Take off contaminated clothing.
- Rinse skin immediately with plenty of water for 15-20 minutes.
- Call poison control center or doctor for treatment advice.

If inhaled:
- Move person to fresh air.
- If person is not breathing, call 911 or ambulance, then give artificial respiration, preferably mouth-to-mouth if possible.
- Call poison control center or doctor for treatment advice.
- Have the product container label with you when calling a poison control center or doctor, or going for treatment.

Environmental Hazards:

This pesticide is extremely toxic to freshwater, marine, and estuarine fish and aquatic invertebrates including shrimp and oyster. Do not apply directly to water, or to areas where surface water is present or to intertidal areas below the mean high water mark. Do not contaminate water when disposing of equipment washwaters.

Physical Hazards:

Do not store near heat or open flame.

Directions for Use:

It is a violation of Federal Law to use this product in a manner inconsistent with its labeling.

STORAGE AND DISPOSAL

Storage: Store in original container only. Store in dry place out of direct sunlight.
Pesticide Disposal: Do not contaminate water, food, or feed by storage or disposal. Wastes resulting from use of this product may be disposed of on site or at an approved waste disposal facility.
Container Disposal: Completely empty container. Then dispose of wrap and/or box in a sanitary landfill or by incineration, or, if allowed by State and Local authorities, by burning. If burned, stay out of smoke.

General Directions:

Biobarrier® is a multi-year root control system which is strategically positioned in the soil to protect structures from plant root encroachment (see applications). Biobarrier controls roots by establishing an in-soil barrier plane of trifluralin, which prevents root tip cell division. Roots are either stopped or redirected away from structures. Trifluralin is not systemic but can limit root mass. The multi-year feature of Biobarrier is provided by a time-release mechanism which continues to meter trifluralin into the soil as the exposed trifluralin biologically and chemically degrades. Structure protection is provided by placing the Biobarrier fabric between the root source and the structure. Since the fabric is flexible and permeable, installation may be custom contoured to obtain the most desirable root system redirection for the application and/or to accommodate obstacles.

Biobarrier

Root Control System

Biobarrier is a multi-year root control system consisting of time-release nodules impregnated with a herbicide. The nodules are attached permanently to a flexible and permeable geotextile fabric which can be contour applied to a wide variety of applications and which will inhibit plant root development in the applications set forth below.

Active Ingredient:

	Nominal
Trifluralin (α,α,α-trifluoro-2,6-dinitro-N,N-dipropyl-p-toluidine)	17.5%
Inert Ingredients	82.5%
TOTAL	100.0%

KEEP OUT OF REACH OF CHILDREN

CAUTION

See side panel for additional Precautionary Statements.

Mfg. By:

GREENMAY

70 Old Hickory Blvd.
Old Hickory, TN 37138
1-800-257-6687

EPA Registration No. 59823-1
Establishment No. 59823-TN-1

Biobarrier Applications

Bicycle Paths
Building Foundations
Burial Vaults/Tombstones
Curbs
Earthdams
Golf Greens/Tees/Cart paths
Landfills
Medians
Planting Beds/Containers
Retaining Walls
Roads
Roof Gardens
Septic Tanks/Fields
Sidewalks
Swimming Pools
Tennis Courts
Underground Pipes/ & Cables
Utility Substations

horizontal

Non-Food/Ornamentals

Installation Directions:

Biobarrier® is ready for in-soil installation as received. The fabric should be in soil as soon as practical after removal from the sealed shipping container, minimizing exposure to direct sunlight and elevated temperatures. Prolonged exposure can reduce the effective life of the product. Biobarrier® should not be installed in water. Store any unused portions of the product tightly resealed in the original container in a dry place.

Biobarrier can be installed in the soil vertically, horizontally, or as a surround. Vertical applications typically require standard ditch/trench digging equipment (follow all applicable codes when digging below surface). Vertical fabric position can be maintained by suspending it at the top with pegs. Horizontal applications may require seaming or hold down pegs. Surround applications may involve a variety of holding devices to assure fabric position. In all applications, nodules must be no further than one and one-half inches apart in order to assure a continuous root control plane. Fabric should extend a minimum of 18" beyond structure area to be protected as roots can grow around edges of fabric For vertical applications, the top edge must be even with the soil surface. A minimum of 2" soil overlay should also be maintained for horizontal applications.

Biobarrier, used in retrofit applications where roots are already present, requires roots be interrupted with a root pruner or equivalent device and removed. Root control will not be effective if roots penetrate fabric at time of installation.

(SEE ADDITIONAL DIRECTIONS ENCLOSED)

Disclaimer of Warranties

The Seller makes no warranties concerning this product or its use which extend beyond the standard specifications for the products. The Seller makes no warranties of merchantability or fitness for a particular purpose, or any other express or implied warranty.

Buyer assumes all risk and liability resulting from use of the products delivered hereunder, whether used singularly or in combination with other products. All statements concerning this product apply only when used as directed.

Limitation of Damages

No claim of any kind, whether as to products delivered or for nondelivery of products, and whether or not based on negligence, shall be greater in amount than the purchase price of the products in respect to which damages are claimed. No charge or expense incident to any claims will be allowed unless approved by an authorized representative of Seller. Products shall not be returned to seller without Seller's prior permission, and then only in a manner prescribed by Seller. The remedy hereby provided shall be the exclusive and sole remedy of Buyer, and in no event shall either party be liable for special, indirect or consequential damages, whether or not caused by or resulting from the negligence of such party.

Specification-Root Control

1. SCOPE

1.1. This is a materials specification covering root control barrier in trenches, alongside hardscape structures such as sidewalks, curbing, pavements, concrete and building foundations to prevent structural damage due to root penetration. The product functions to provide both a physical and chemical barrier zone to restrict vegetative root encroachment.

1.2. This is a material purchasing specification and design review of its use is recommended.

2. REFERENCED DOCUMENTS

2.1. *ASTM Standards

D-5261	Test Method for Measuring Mass per Unit Area of Geotextiles
D-4632	Test Method for Grab Breaking Load and Elongation of Geotextiles
D-4833	Test Method for Index Puncture Resistance of Geotextiles, Geomembranes and Related Products
D-4533	Test Method for Trapezoid Tear Strength of Geotextiles
D-4491	Test Method for Water Permeability of Geotextiles by Permittivity
D-4751	Test Method for Determining the Apparent Opening Size of a Geotextile
D-4355	Test Method for Deterioration of Geotextiles from Exposure to Ultraviolet Light and Water (Xenon-Arc Type Apparatus)

2.2. *EPA Standards (Reference EPA Label)
Registration No. 59823-1 (Attached Exhibit B)

EPA	CG	1500	Water Solubility
EPA	CG	1600	Vapor Pressure

3. PHYSICAL AND CHEMICAL REQUIREMENTS

3.1. Fibers used in the manufacture of root control barrier substrate fabric shall consist of long chain synthetic polyolefins (at least 95% by weight) and a UV stabilizer. They shall be formed into a stable network such that the filaments or yarns retain their dimensional stability relative to each other.

3.2. Nodules consisting of trifluralin, carbon black, and polyethylene compounded in a patented method utilizing time-released characteristics are permanently attached to the substrate fabric on 1-1/2" centers by a through injection molding process.

3.3. All substrate property values, with the exception of apparent opening size (AOS), in these specifications represent minimum average roll values (MARV) in the weakest principal direction (i.e., average test results of any roll in a lot sampled for conformance or quality assurance testing shall meet or exceed the minimum values provided herein). Values for AOS represent maximum average roll values.

3.4. Property values for the trifluralin are average run values.

4. CERTIFICATION

4.1. The Manufacturer shall provide to the Engineer a certificate stating the name, product name, style number, chemical composition and other pertinent information to fully describe the product. The Manufacturer is responsible for establishing and maintaining a quality control program to assure compliance with the requirements of the specification. Documentation describing the quality control program shall be made available upon request.

4.2. The Manufacturer's certificate shall state that the root control product meets requirements of the specification as evaluated under the Manufacturer's quality control program. The certificate shall be attested to by a person having legal authority to bind the Manufacturer.

4.3. Either mislabeling or misrepresentation of materials shall be reason to reject those products.

5. SAMPLING, TESTING, AND ACCEPTANCE

5.1. Root control substrate product shall be subject to sampling and testing to verify conformance with this specification. Acceptance shall be based on manufacturer's certifications.

5.2. Testing shall be performed in accordance with the methods referenced in this specification for the indicated application. The number of specimens to test per sample is specified by each test method.

6. SHIPMENTS AND STORAGE

6.1 Product labels shall clearly show the manufacturer or supplier name, style number, and roll number and shall include a compliance statement certifying that all ingredients and inspection standards for this product have been met.

6.2 Each root control product roll shall be wrapped with a protective EVOH bag and placed in a box that will protect the product from damage due to shipment, water, sunlight, and contaminants and to prevent premature release of herbicide. The protective wrapping shall be maintained during periods of shipment and storage.

6.3 During storage, root control product shall be elevated off the ground and out of direct sunlight. It shall remain sealed in EVOH protective bag inside shipping box at a temperature of not more than 110°F.

6. PRODUCT DESCRIPTION

Overall Product Major Composition and Ingredients		Typical
Active Chemical*: 17.5%	Trifluralin (a,a,a-Trufluro 2,6 - dinitro - N,N, - Dipropyl - p - toluidine)	
Inert Ingredients: 82.5%	100% Spunbonded Polypropylene, Polyethylene and Carbon	

Trifluralin Characteristics Method*	Typical Values English	Metric	Test
Vapor pressure (mm Hg @ 25 ° C)	1x10-4	1x10-4	EPA CG 1600
Solubility in Water (ppm @ 25 ° C)	<0.3	<0.3	EPA CG 1500

Fabric Properties	Minimum Values English	Metric	Test Method*
Unit Weight	3.9 oz/yd^2	130 g/m^2	ASTM D-5261
Grab Tensile Strength	130 lbs.	575 N	ASTM D-4632
Elongation at Break	60%	60%	ASTM D-4632
Puncture Strength	40lbs.	175 N	ASTM D-4833
Trap Tear	60lbs.	265 N	ASTM D-4533
Permittivity	0.7 sec.	0.7 sec.	ASTM D-4491
AOS (Max Value)	0.21 mm	0.21 mm	ASTM D-4751
Ultraviolet Stability	70% @ 500 hrs	70% @ 500 hrs	ASTM D-4355

*Test methods or revision numbers available on request (17.5% Average trifluralin in total composite, Min. of 20% trifluralin in nodules)

[1] Available from ASTM, 1916 Race Street, Philadelphia, PA

CU - STRUCTURAL SOIL

(CORNELL UNIVERSITY URBAN SOIL MIX)

EXHIBIT O

Technical Information

CU - Structural Soil (Cornell University Urban Soil Mix) produced and marketed by Amereq

AMEREQ, INC.

Exclusive Rights Holder and Producer of Structural Soil Mixes under U.S. Patent #5,849,069

ATTESTS THAT:

TMT ENTERPRISES

has been qualified and has satisfactorily met all requirements to produce and sell CU-Structural Soil™ (CU-Soil ™/Cornell University Urban Tree Mix) in accordance with its specifications and thereby confers this

Sublicense No. **06-04219**

Expiring September 21, 2007

In Witness Thereof This Certificate Has Been Duly Signed and the Seal of the Corporation Has Been Affixed This 21st day of September, 2006

President and CEO

Vice President and Corporate Secretary

Graniterock
360 Technology Dr. Watsonville, CA 95077-6001

Baldrige Award Winner
Research-Technical Services Ph. (831) 768-2330
FAX (831) 768-2403

Wilson Quarry Material Certification
Aromas, CA

Product: 1 ½" x ¾" (37.5 x 19mm) Drain Rock **Date: March 16, 2004**

Contractor: TMT Construction

Project: Structural Soil

Attn: Matt

The 1 ½" X ¾" Drain Rock produced by Graniterock Company conforms to the requirements of the specifications shown below. Typical physical properties are summarized below, and represent material that was sampled and tested at the A. R. Wilson Quarry Laboratory.

Gradation : Cumulative Percent Passing

Sieve Sizes inches	mm/um	Wilson 1 ½" X ¾" Drain Rock
2	50mm	100
1 ½	37.5	98
1	25	55
¾	19	14
½	12.5	8
3/8	9.5	4.8

Physical Properties: Specific Gravity = 2.71
Unit Weight (Loose) = 90.6 lbs/ft^3
Unit Weight (Rodded) = 99.4 lbs/ft^3
Absorption = 1.1%
L. A. Rattler (500 revs) = 33% loss
Voids = 41%

Submitted by: _____
Greg Wilkinson
Research - Technical Services

WALLACE LABORATORIES

365 Coral Circle
El Segundo, CA 90245
phone (310) 615-0116 fax (310) 640-6863

August 11, 2006

tmt3@sbcglobal.net
TMT Enterprises, Inc.
Matt Moore
1996 Oakland Road
San Jose, CA 95131

RE: Hollis Green
Sample received August 10, 2006, Sample ID 06-223-02

Dear Matt,

The pH is slightly acidic at 6.82. Salinity is low at 0.67 millimho/cm. Nutrients are moderately well supplied. Nitrogen is low. Potassium is modest. Sodium, chloride and boron are not excessive.

The soil is a clay loam. It contains:

Sand – 28.4%
Silt – 44.6%
Clay – 27.1%

The above is based on material passing a number 10 screen. The soil also contains 7.9% gravel.

Recommendations

Homogeneously blend the following materials into the soil. Rates are expressed per cubic yard:

Calcium nitrate (15.5-0-0) – 1/4 pound
Potassium sulfate (0-0-50) – 1/4 pound
agricultural gypsum – 1 pound
good quality soil amendment - about 15% by volume

Sincerely,

Garn Wallace

Garn A. Wallace, Ph. D.
Executive Director
GAW:n

WALLACE LABS
365 Coral Circle
El Segundo, CA 90245
(310) 615-0116

SOILS REPORT

August 11, 2006

Location: Hollis Green
Requester: Matt Moore, TMT Enterprises

graphic interpretation: * very low, ** low, *** moderate
**** high, ***** very high

ammonium bicarbonate/DTPA extractable - mg/kg soil

Sample ID Number: 06-223-02
Structural Soil Filler Mix

Interpretation of data: low	medium	high	elements		graphic
0 - 7	8-15	over 15	phosphorus	57.14	*****
0-60	60 -120	121-180	potassium	65.50	***
0 - 3	3 - 5	over 5	iron	104.67	*****
0- 0.5	0.6- 1	over 1	manganese	8.66	****
0 - 1	1 - 1.5	over 1.5	zinc	1.34	***
0- 0.2	0.3- 0.5	over 0.5	copper	0.75	****
0- 0.2	0.2- 0.5	over 1	boron	0.17	**
ratio of calcium to magnesium needs to be more than 2 or 3			calcium	269.21	***
			magnesium	265.60	*****
should be less than potassium			sodium	123.42	***
			sulfur	59.74	**
			molybdenum	0.20	****
The following trace elements may be toxic. The degree of toxicity depends upon the pH of the soil, soil texture, organic matter, and the concentrations of the individual elements as well as to their interactions.			aluminum	nd	*
			arsenic	0.03	*
			barium	0.74	*
			cadmium	0.08	*
			chromium	0.01	*
			cobalt	0.08	*
			lead	0.58	*
			lithium	0.25	*
			mercury	nd	*
			nickel	0.21	*
			selenium	nd	*
The pH optimum depends upon soil organic matter and clay content- for clay and loam soils: under 5.2 is too acidic; 6.5 to 7 is ideal; over 8.5 is too alkaline			silver	nd	*
			strontium	1.93	*
			tin	nd	*
			vanadium	0.39	*
Saturation Extract					
			pH value	6.82	***
The ECe is a measure of the soil salinity: 1-2 affects a few plants; 2-4 affects some plants; > 4 affects many plants.			ECe (milli-mho/cm)	0.67	**

			millieq/l
	calcium	48.5	2.4
	magnesium	15.1	1.2
	sodium	56.9	2.5
	potassium	3.8	0.1
	cation sum		6.2
problems over 150 ppm	chloride	18	0.5
good 20 - 30 ppm	nitrate as N	3	0.2
	phosphorus as P	0.5	0.0
toxic over 800	sulfate as S	54.8	3.4
	anion sum		4.2
toxic over 1 for many plants	boron as B	0.12	*
increasing problems start at 3	SAR	1.8	**
est. gypsum requirement-lbs./1000 sq. ft.		26	

relative infiltration rate	fair/good	sand - 28.4%
soil texture	clay loam	silt - 44.6%
lime (calcium carbonate)	slight	clay - 27.1%
organic matter	very low	
moisture content of soil	6.0%	gravel over 2 mm
half saturation percentage	35.3%	7.9%

Elements are expressed as mg/kg dry soil or mg/l for saturation extract.
pH and ECe are measured in a saturation paste/extract. nd means not detected.
Sand, silt, clay and mineral content based on fraction passing a 2 mm screen.

CU-Structural Soil™

(Cornell University Urban Soil Mix)
FOR LICENSED PRODUCERS OF CU-SOIL™:

FOLLOW YOUR SPECIFICATION REQUIREMENTS REGARDING TESTS, MATERIALS, MOISTURE, COMPACTION, NUTRIENTS, ETC.

A. Weight Ratios for Load Bearing CU-Structural Soil™

1. Crushed stone, D.O.T. approved, angular 3/4" – 1 ½"	100#
2. Clay loam 5.5 to 6.5 pH, CEC > 10, organic content 2% - 5%	20#

Must be from a commercial processing facility and meet CU-Soil™ specifications.
No topsoil from USDA classified prime farmland

The clay loam should be composed of the following soils:

Fine sand	20% - 45%
Silt	20% - 50%
Clay	20% - 40%

3. Gelscape® Tackifier Hydrogel	½ oz.
4. Water:	12# (approx. 1 ½ gallons)

CU-Structural Soil™ Mixing Instructions

B. WHEN USING FRONT-END LOADERS:

1. Mixing should be done at the producer's yard, using appropriate stone and soil, measuring, mixing and shredding equipment, and a source of water

   a. On a flat asphalt or concrete paved surface, spread an 8" to 12" layer of crushed, measured angular stone

b. Spray water over the layer of stone to get it wet, and spread evenly, the proportional amount of dry hydrogel. For example: if you have 50 cubic yards of stone on the flat, you should spread about 35# of Gelscape® Tackifier Hydrogel

c. Allow at least 10 minutes for activation of the Gelscape® Tackifier

2. Spread over the activated hydrogel and crushed stone, the corresponding amount of clay loam soil. For example: If you have 50 cubic yards of crushed stone (approximately 125,000 lbs. of stone) you'll need to spread 23,000 lbs. of soil.

3. Blend the entire amount by turning, (alternating sides) using a front-end loader or other suitable equipment until a consistent blend is produced.

4. Add moisture gradually and evenly during the blending and turning operations, to achieve the required moisture content.

<u>Allow 10 Minutes Between Each Successive Application of Water</u>

5. Add soil amendments to change the soil fertility, including fertilizers and pH adjustment, <u>at time of mixing</u>, at rates recommended by the soil test

6. To regulate moisture: if too dry, add water, using a hose on the "spray" setting. If too wet, let dry by exposure to air

7. The CU-Structural Soil™ is installed in 6" lifts, and compacted

NOTE: ***NO CHANGES IN MATERIAL SPECIFICATION MAY BE MADE WITHOUT NOTIFICATION TO AND APPROVAL OF AMEREQ, INC.***

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™ Cornell Research Foundation

Basic CU-Soil™ Mixing Amounts Chart

Stone Weight/yd^3	Soil Weight	Gelscape® H-T Weight
2000 #s	400 #s	9.6 oz
2400 #s	480 #s	11.5 oz
2600 #s	520 #s	12.5 oz
2800 #s	560 #s	13.4 oz
3000 #s	600 #s	14.4 oz.
3200 #s	640 #s	15.4 oz.

Examples:

20 Ton Batch of CU-Soil™	50 Ton Batch of CU-Soil™
16.7 Tons of Crushed Stone 3.3 Tons of Soil 10 #s of Gelscape® Tackifier	41.5 Tons of Crushed Stone 8.5 Tons of Soil 25 #s of Gelscape® Tackifier

AMEREQ, INC.
19 Squadron Blvd.
New City, NY 10956

Telephone: (845) 634-2400
Telefax: (845) 634-8143
Compiled Revision: 06/15/96

PRODUCT IDENTIFICATION

Chemical Name & Synonyms:	Potassium Propenoate-Propenamide Copolymer (coated)
Trade Names:	Gelscape® (coated) for CU-Soil™
Synonym:	Hydrogel tackifier (coated)
D.O.T. Hazard Class:	Not Classified as Hazardous
Other Shipping Name:	11% Potassium Based Hydrogel

INGREDIENT INFORMATION

Pottasium Propenoate-propenamide copolymer	99.5%
Hazardous Ingredients: NONE Noted	
Special coating, non-hazardous	<.5%

This product contains no toxic chemical, above its de minimis concentration, subject to reporting requirements of Title III SARA, Section 313 EPCRA (40 CFR 372).

PHYSICAL CHARACTERISTICS

Appearance & Odor:	White crystal, odorless
Flowability:	Free Flowing
Dispersion in Liquids:	Quick, Even, No Lumping
Flammability:	None
Vapor Pressure, mmHg:	0.0 at 20c
Moisture:	≥6%
Vapor Density (Air=1):	Not available
pH (undiluted):	7.0 to 8.1
Specific Gravity (H_2O=1):	1
Percent Volatile by Volume %:	0.1%
Solubility in H_2O:	Insoluble in most organic solvents
Absorption of H_2O:	300 to 500 ml/gm.
H_2O Absorption Rates:	90% capacity in 900 seconds
Re-absorption:	Yes
Bulk Density :	681 Kgs/m^3
Shelf Life/Storage Stability:	Excellent to 60 months

RATES:

For CU-Soil™ manufacturing:
Use 1 oz. for every 200#'s of stone
(follow specifications)
For Other Soil Mixes: Call for Rates

NET WEIGHT ■ 50 LBS. (22.7 KGS.)
■ 15 LBS. (6.8 KGS.)

Hydrogel/Tackifier

FOR THE STABILIZATION OF STONE/SOIL MIXES AND PRODUCTION OF CU-Structural Soil™

(Cornell Urban Soil Mix, CU-Soil™ U.S. Pat. # 5,849,069)

ACTIVE INGREDIENTS:
Potassium Propenoate-Propenamide Copolymers* 99.[illegible]%
INERT INGREDIENTS [illegible]%

CAUTION: spilled product should be cleaned up immediately it is extremely slippery when wet and should be treated as a potential hazard.

* U.S. Patent No. [illegible]
* Can. Patent No. [illegible]

NOT A PLANT FOOD PRODUCT

* Copyright 1999 Amereq, Inc.
* Registered Trademark of Amereq, Inc

AMEREQ, INC.
19 Squadron Blvd. • New City, NY 10956
Tel: 845-634-2400 • Fax: 845-634-8143

MATERIAL SAFETY DATA SHEET

FIRST AID PROCEDURES

Oral Ingestion.....Dilute-drink water-
seek medical help

Eye Contact..... Wash 15 min. w/water.
See doctor

Skin Contact/Absorb.....Wash w/water. See doctor

Inhalation..... Move to fresh air, give
oxygen, if necessary.
Severe cases see doctor

SPILL OR LEAK PROCEDURE

Clean Up Procedure..... Sweep up, do not use
water, as this will make
area very slippery. Treat
wet product as a hazard

SPECIAL PROTECTION INFORMATION

Dust mask .....Recommended
Gloves.....Yes
Eye Protection.....Safety Glasses
Other.....N/A

SPECIAL PRECAUTIONS

Handling & Storage.....Keep dry
Other.....None

FIRE AND EXPLOSION DATA

Flash Point (method used)	Closed Cup tested to 460F/no flash
Flammable Limits	LEL % - N/A UEL % - N/A
Special Firefighting Procedures	Standard-cool containers exposed to heat.
Unusual Fire & Explosion Hazards	NONE

REACTIVITY DATA

Stability	Stable
Conditions to Avoid	Heating at high temperature of 300F for prolonged periods
Hazardous Polymerization	Will not occur
Incompatibility (Materials to Avoid)	N/A

EXPOSURE DATA

Oral Ingestion	LD50: @8.0 gr/kg Probably not toxic by FHSA
Eye Contact	Not an irritant by FHSA
Skin Contact/Absorb	Not an irritant by FHSA
Inhalation	No data (treat same as nuisance dust)

SYMPTOMS & EFFECTS

Oral Ingestion	See exposure data
Eye Contact	Redness (see exposure data)
Skin Contact/Absorb	See exposure data

AMEREQ, INC.

19 Squadron Boulevard • New City, NY 10956
Telephone: (845) 634-2400 • Sales: 800-832-8788
Fax: (845) 634-8143 • www.structuralsoil.com

November 15, 2004

RE: CU-Structural Soil™

We are referring to the request for specific maintenance instructions of the CU-Structural Soil™ produced by TMT Enterprises, Inc. and used in referenced project.

Our CU-Soil™ specifications do provide specific instructions for the use of this material: site preparation, installation, grading, acceptance standards, and clean-up after installation.

However, once CU-Soil™ has been produced to meet our specifications, approved, delivered to the site, and installed in accordance with our specified instructions, there is no additional maintenance required beyond that which would be done in a typical street tree installation. CU-Structural Soil™ used as a sub-base material under pavement, pavers, slabs, or the like, does not require any specialized maintenance.

Should you have any questions please feel free to call our office directly.

Sincerely,

Brian S. Kalter
Operations Manager
CU-Structural Soil™
cc: Matt Moore

EXHIBIT 'R'

TENTATIVE PROJECT MILESTONES

Exhibit "R"

Repair of Portland Cement, Concrete Sidewalk,
Curb, Gutter, Driveway & Minor Street Patching
Fiscal Year 2014/2015, Phase 14
No. P.W. 05-13-15

Tentative Project Milestones	
Pre-bid Meeting	July 16, 2014
Bid Opening	July 30, 2014
Notice to sign the contract and provide bonds and insurance	July 31, 2014
Contractor to provide signed contract, bonds and insurance	August 5, 2014
Award of Contract by City Council	September 2, 2014
Preconstruction Meeting (Tentative)	September 9, 2014
City to issue Notice to Proceed	October 1, 2014
Contractor to start work on site	October 6, 2014

City reserves the right to revise this tentative project milestone at its discretion.

EXHIBIT 'S'

MIGRATORY BIRD TREATY ACT

MIGRATORY BIRD TREATY ACT

16 U.S.C. §§ 703-712, July 3, 1918, as amended 1936, 1960, 1968, 1969, 1974, 1978, 1986 and 1989.

Overview. The Migratory Bird Treaty Act implements various treaties and conventions between the U.S. and Canada, Japan, Mexico and the former Soviet Union for the protection of migratory birds. Under the Act, taking, killing or possessing migratory birds is unlawful.

Prohibited Acts. Unless permitted by regulations, the Act provides that it is unlawful to pursue, hunt, take, capture or kill; attempt to take, capture or kill; possess, offer to or sell, barter, purchase, deliver or cause to be shipped, exported, imported, transported, carried or received any migratory bird, part, nest, egg or product, manufactured or not. Subject to limitations in the Act, the Secretary of the Interior (Secretary) may adopt regulations determining the extent to which, if at all, hunting, taking, capturing, killing, possessing, selling, purchasing, shipping, transporting or exporting of any migratory bird, part, nest or egg will be allowed, having regard for temperature zones, distribution, abundance, economic value, breeding habits and migratory flight patterns. Regulations are effective upon Presidential approval. §§ 703 and 704.

The Act makes it unlawful to: ship, transport or carry from one state, territory or district to another, or through a foreign country, any bird, part, nest or egg that was captured, killed, taken, shipped, transported or carried contrary to the laws from where it was obtained; import from Canada any bird, part, nest or egg obtained contrary to the laws of the province from which it was obtained. § 705.

Arrests/Search Warrants. To enforce the Act, authorized Department of Interior employees may: without a warrant, arrest a person violating the Act in the employee's presence or view; execute a warrant or other process issued by an officer or court to enforce the Act; search any place with a warrant. All birds, parts, nests or eggs that are captured, killed, taken, offered or sold, bartered, purchased, shipped, transported, carried, imported, exported or possessed contrary to the Act will be seized and, upon conviction of the offender or upon court judgment, be forfeited to the U.S. and disposed of by the Secretary. § 706.

Violations/Penalties. According to the Act, a person, association, partnership or corporation which violates the Act or its regulations is guilty of a misdemeanor and subject to a fine of up to $500, jail up to six months, or both. Anyone who knowingly takes a migratory bird and intends to, offers to, or actually sells or barters the bird is guilty of a felony, with fines up to $2,000, jail up to two years, or both. (Permissible fines are increased significantly by the Sentencing Reform Act of 1984, as amended in 1987, which is summarized separately in this Handbook.)

All guns, traps, nets, vessels, vehicles and other equipment used in pursuing, hunting, taking, trapping, ensnaring, capturing, killing, or any attempt on a migratory bird in violation of the Act with the intent to sell or barter, must be forfeited to the U.S. and may be seized and held pending prosecution of the violator. The property is to be disposed of and accounted for by the Secretary. § 707.

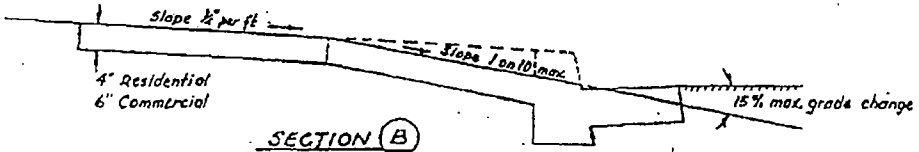
Miscellaneous. The Act should not be construed to prevent states and territories from making or enforcing laws or regulations not inconsistent with the Act or which give further protection to migratory birds, nests and eggs, if such laws and regulations do not extend open seasons. § 708.

The Act cannot be construed to prevent the breeding of migratory game birds on farms and preserves, and the sale of birds lawfully bred to increase the food supply. § 711.

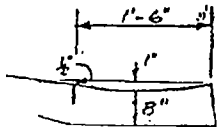
In accordance with the various migratory bird treaties and conventions, the Secretary is authorized to

issue regulations to assure that the taking of migratory birds and their eggs by the indigenous inhabitants of Alaska is permitted for their nutritional and other essential needs during established seasons. § 712.

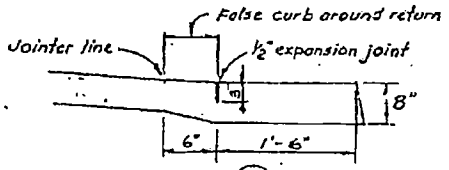
STANDARD PLANS



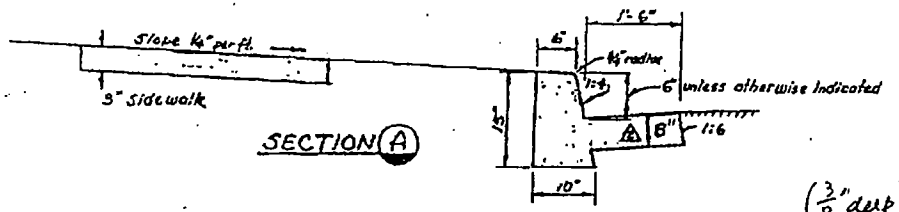
SECTION (B)
(AT DRIVEWAY)



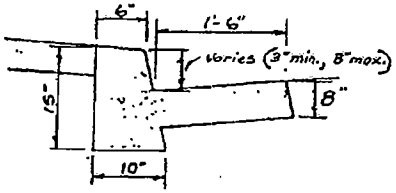
SECTION (D)
AT FLUSH RETURN



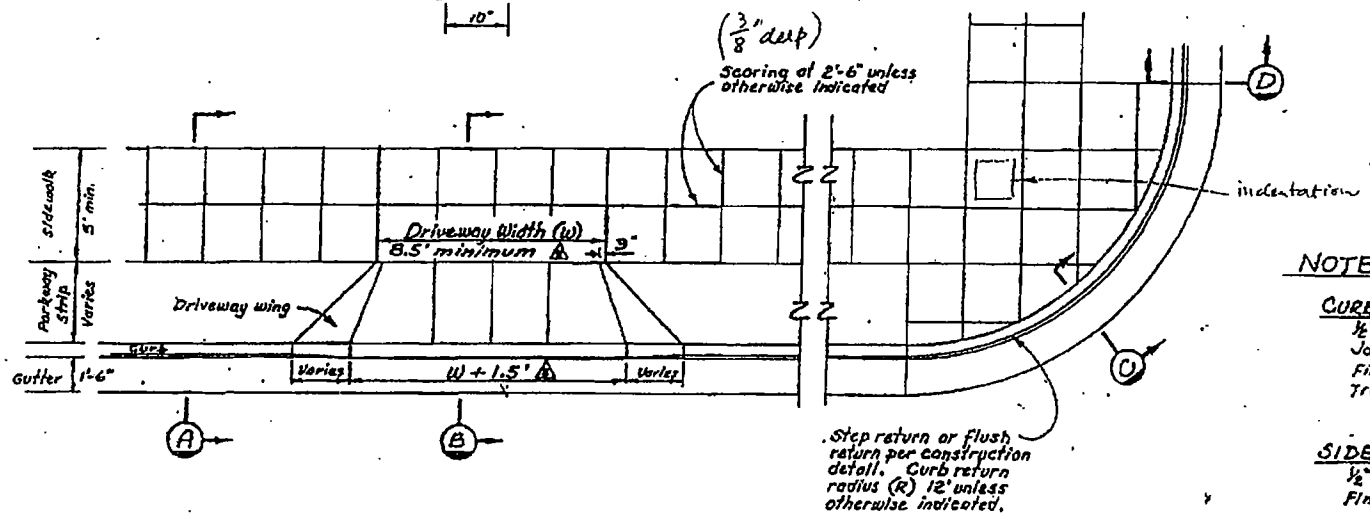
SECTION (C)
AT FLUSH RETURN

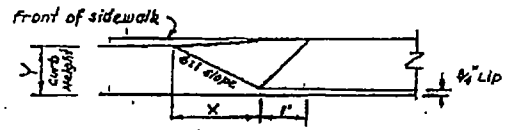


SECTION (A)



SECTIONS (C) & (D)
AT STEP RETURN





FRONT VIEW AT DRIVEWAY WING

Y	4"	5"	6"	8"
X	19½"	25½"	31½"	43½"

DRIVEWAY WING LENGTHS
FOR VARIOUS CURB HEIGHTS

NOTES:

CURB AND GUTTER

½" Expansion joints at 15'.
Jointer line at 5'.
Finish as specified.
Transition to existing wider gutter shall be 5' long.

SIDEWALK AND DRIVEWAY

½" expansion joints at 15'.
Finish as specified.

See dwg. 6270-22 where driveway slopes exceed limits shown.

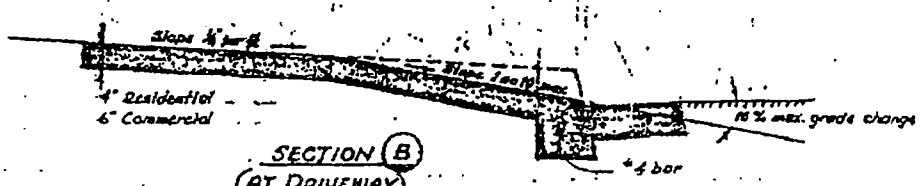
No.	Revisions	By	App.
2	Jan. 1974	Terry	MH
1	Jan. 1972	Terry	MH

COMPILED LONG & WONG
DRAWN H.J. WONG
CHECKED J. PAU
DATE OCT. 1968
SCALE NONE

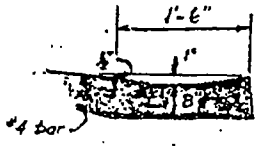
CITY OF ALAMEDA
CALIFORNIA
ENGINEERING DEPARTMENT

STANDARD PLAN
CURB GUTTER
SIDEWALK AND
DRIVEWAY

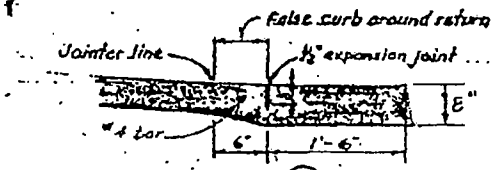
SHEET 1 OF 1
APPROVED BY M J Hanna
CITY ENGINEER
REG. C. E. NO. 7061
DATE 10-25-68
DWG. 6297
CASE 24



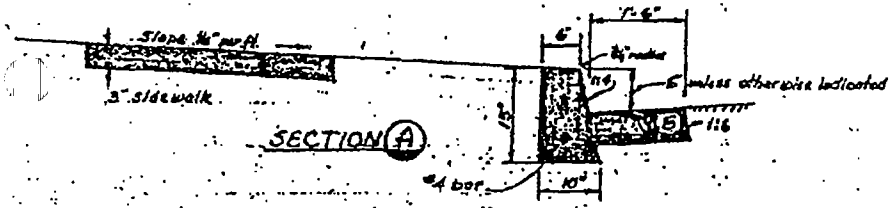
SECTION (B)
(AT DRIVEWAY)



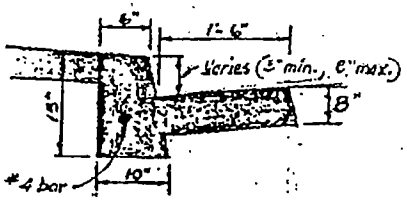
SECTION (D)
AT FLUSH RETURN



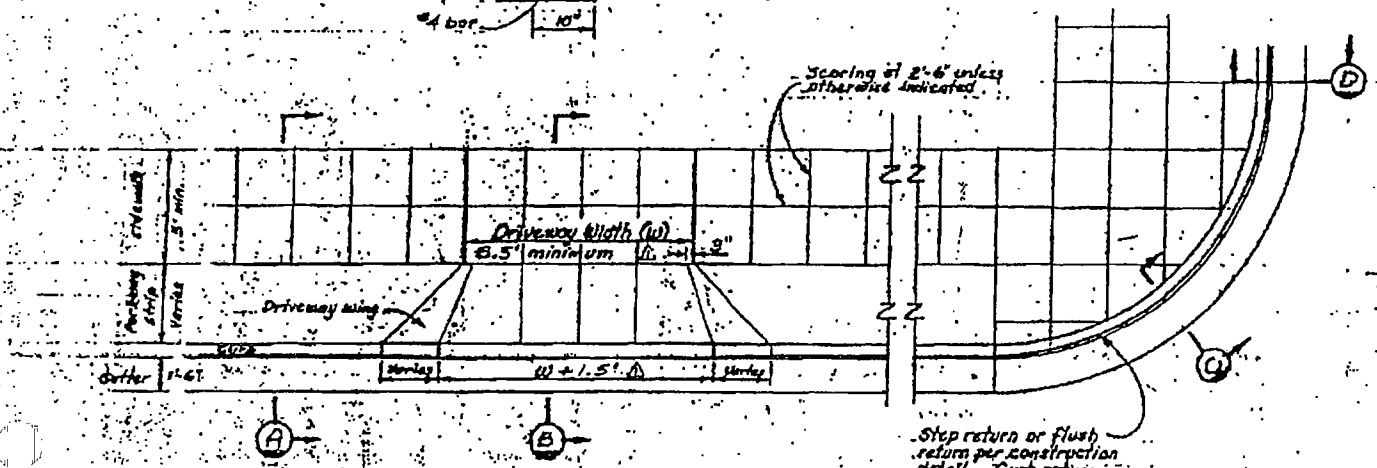
SECTION (C)
AT FLUSH RETURN

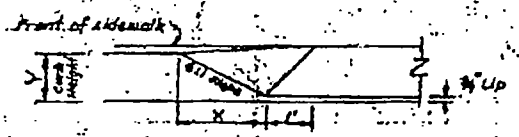


SECTION (A)



SECTIONS (C) & (D)
AT STEP RETURN





FRONT VIEW AT DRIVEWAY WING

Y	4"	5"	6"	8"
X	19½"	25½"	31½"	43½"

DRIVEWAY WING LENGTHS
FOR VARIOUS CURB HEIGHTS

NOTES:

CURB AND GUTTER
½" expansion joints at 10'.
Jointer line at 5'.
Finish as specified.
Transition to existing wider gutter shall be 5' long.

SIDEWALK AND DRIVEWAY
½" expansion joints at 10'.
Finish as specified.

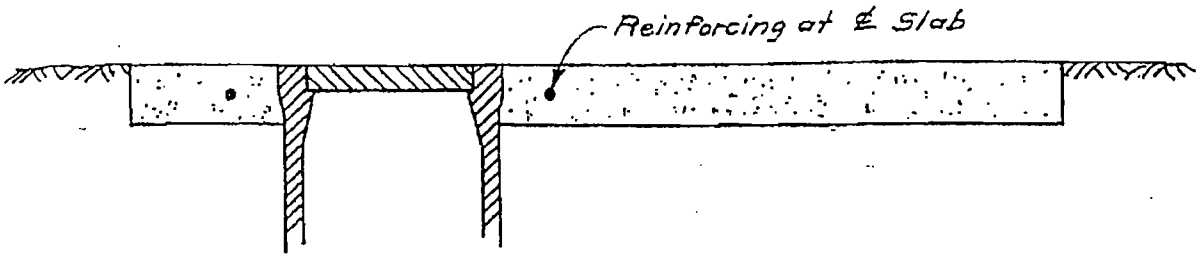
See dwg. 6270-22 where driveway slopes exceed limits shown.

1	Jan. 1974	Terry	MH
NO.	REVISION	BY	APP.

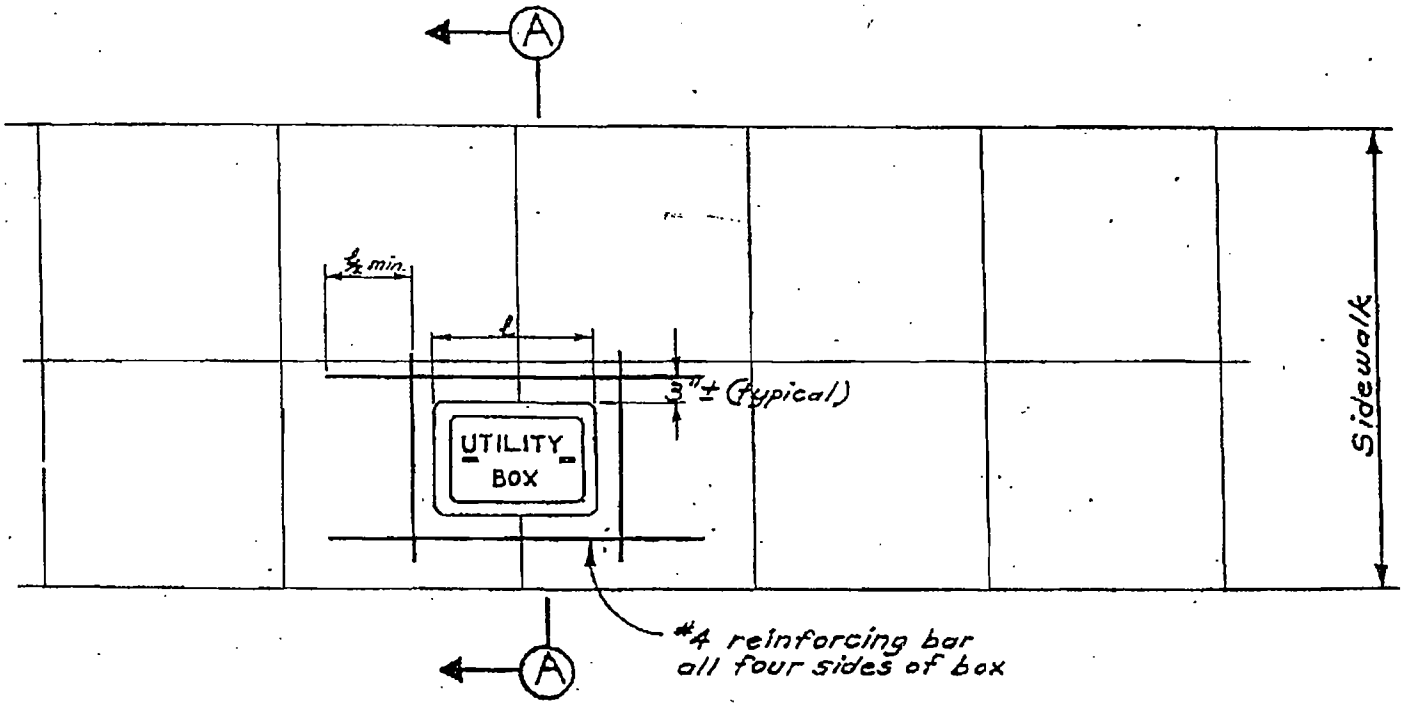
COMPILED LONG & WONG
DRAWN H.J. WONG
CHECKED J. FAU
DATE OCT. 1968 SCALE NONE

CITY OF ALAMEDA
CALIFORNIA
ENGINEERING DEPARTMENT
STANDARD PLAN
CURB GUTTER
SIDEWALK AND DRIVEWAY
(IN SUBSIDENCE AREAS)

SHEET 1 OF 1
APPROVED BY M. J. Hanna
CITY ENGINEER
REG. C. E. NO. 7061
DATE 10-25-68
DWG. 6295B
CASE 24



SECTION (A)



	Feb. 13, 1970	A.T.	MH
	REVISED	BY	APVD.

COMPILED R.H. Long

DRAWN A. Tang

CHECKED R.H. Long

DATE April 1967 | SCALE No Scale

CITY OF ALAMEDA
CALIFORNIA
ENGINEERING DEPARTMENT

DETAIL OF REINFORCING REQUIRED IN SIDEWALK AROUND UTILITY BOXES

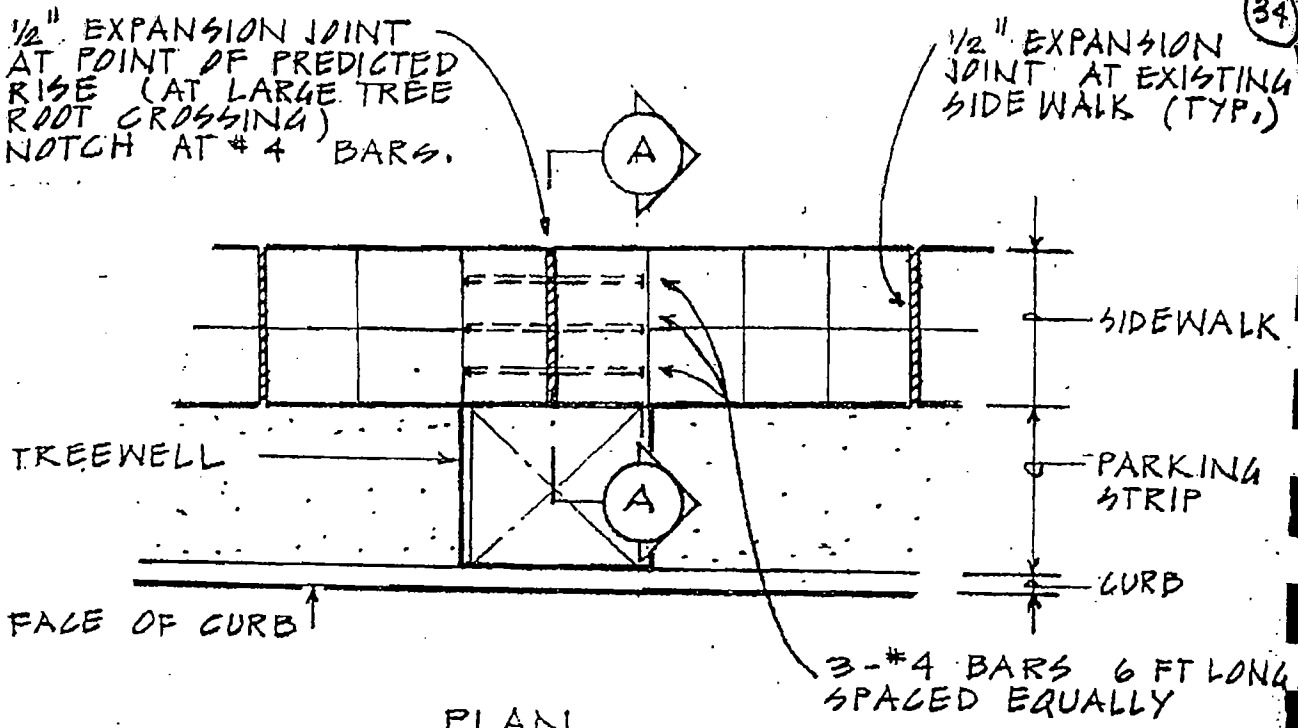
SHEET 1 OF 1

APPROVED BY

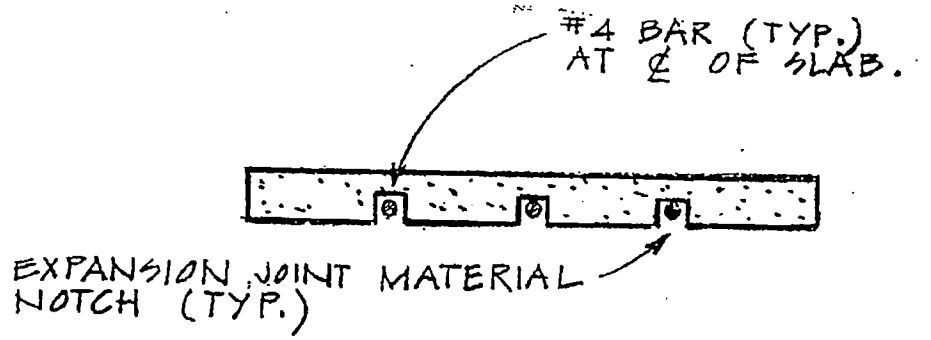
CITY ENGINEER
REG. C. E. NO. 7061

DATE

DWG. 6080 | CASE 22



PLAN



SECTION A-A
AT EXPANSION JOINT

REGISTERED PROFESSIONAL ENGINEER
THOMAS DAVID EDWARDS
NO. 16071
Exp 6-30-93
CIVIL
STATE OF CALIFORNIA

NO.	REVISED	BY	APVD.

DESIGNED	BILL MARY
DRAWN	CSOBOTH
CHECKED	GABER
DATE MAY 8, '92	SCALE N.T.S.

CITY OF ALAMEDA
CALIFORNIA
ENGINEERING DEPARTMENT

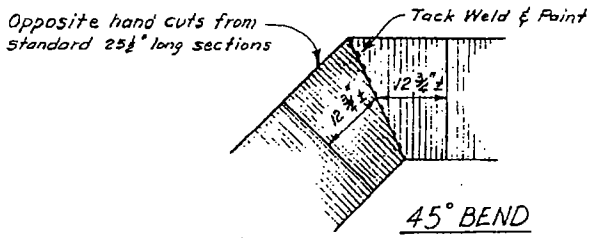
SIDEWALK REPLACEMENT
AT
MAJOR TREE LOCATIONS

APPROVED BY
CITY ENGINEER

DATE June 11, 1992

SHEET 1 OF 1

DWG. 8603 CASE 22

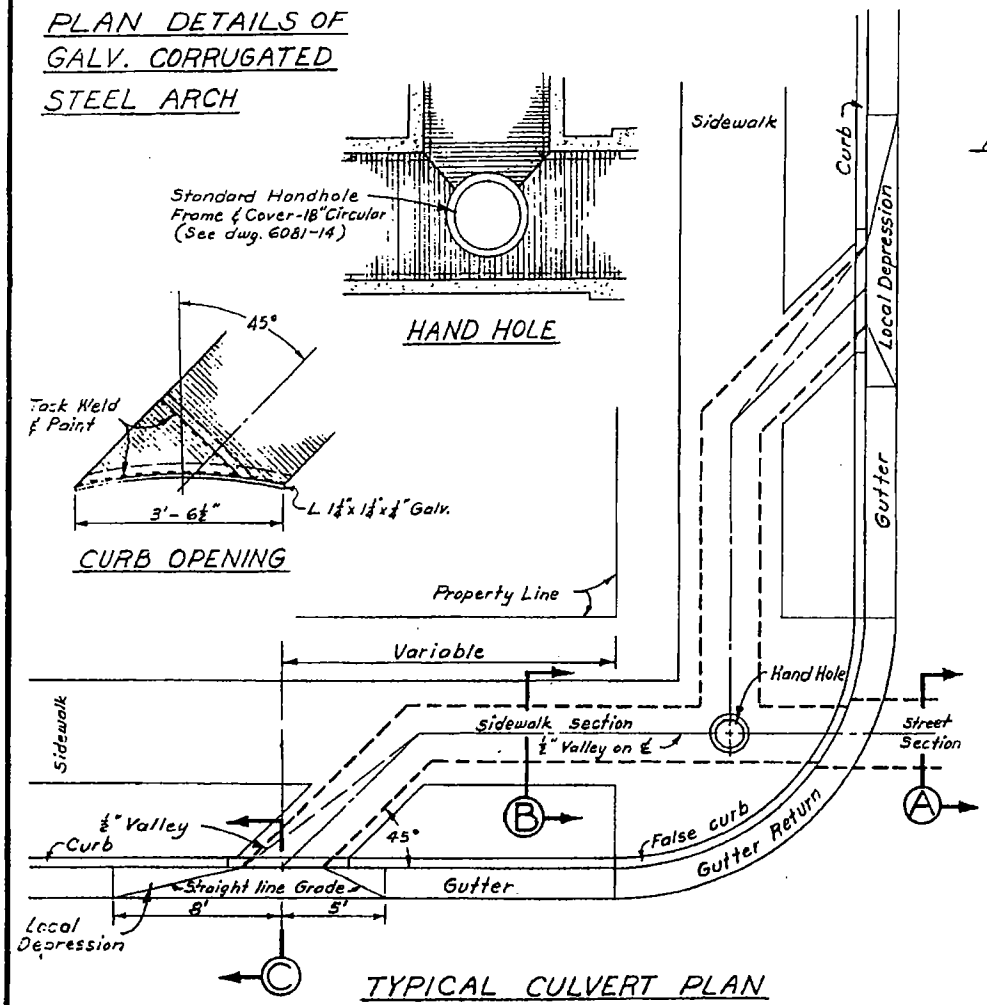


45° BEND

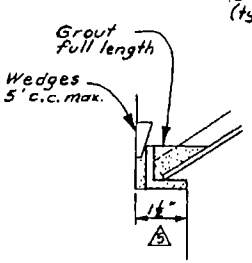
PLAN DETAILS OF GALV. CORRUGATED STEEL ARCH

HAND HOLE

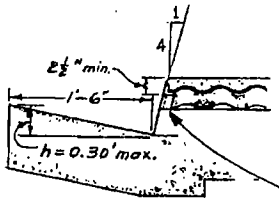
CURB OPENING



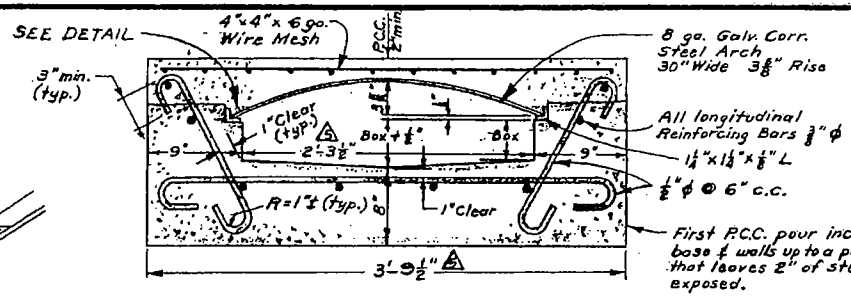
TYPICAL CULVERT PLAN



DETAIL OF ARCH SUPPORT

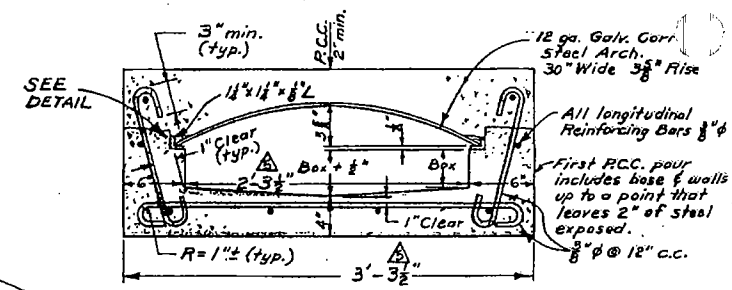


SECTION C



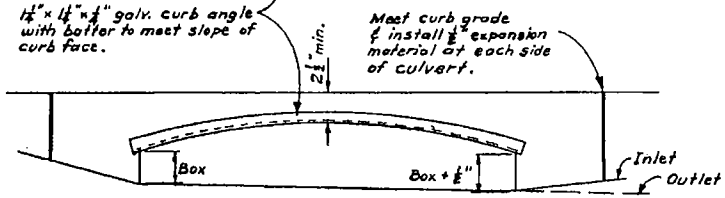
SECTION (A) – STREET

Scale : 1" = 1'



SECTION (B) – SIDEWALK

Scale : 1" = 1'



CURB OPENING

NO.	REVISED	BY	APP.
5	10-17-72	A.T.	MH
4	Jan. 1972	Terry	MH
3	1-21-69	REL	MH
2	Jan. 1968	A.T.	MH
1.	Redrawn 10/66	A.T.	

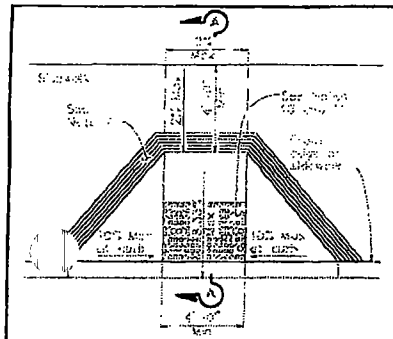
COMPILED
DRAWN A. Tang
CHECKED H.J. Weng
DATE Oct. 1966 SCALE As Shown

CITY OF ALAMEDA
CALIFORNIA
ENGINEERING DEPARTMENT

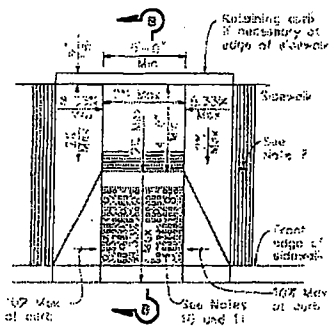
STANDARD PLAN

30" CULVERT

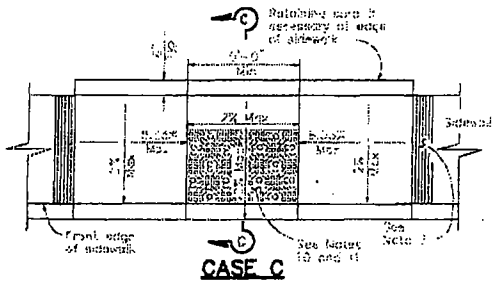
SHEET 1 OF 1
APPROVED BY M. J. Hanna
CITY ENGINEER
REG. C. E. NO. 7061
DATE 10-24-66
DWG. 2723
CASE 14



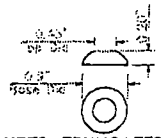
CASE A



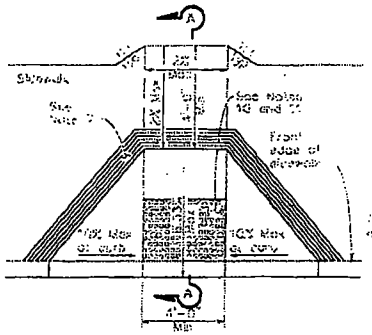
CASE B



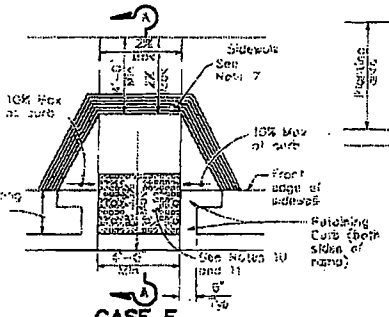
CASE C



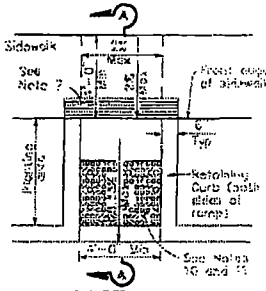
RAISED TRUNCATED DOME



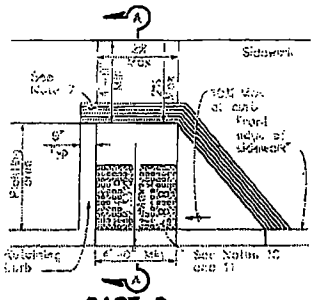
CASE D



CASE E



CASE F

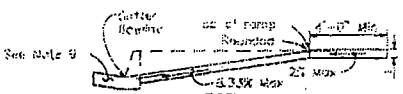


CASE G

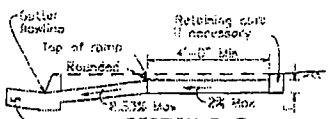
See Note 4

NOTES:

1. As site conditions dictate, Case A through Case G curb ramps may be used for corner installations similar to those shown in Detail A and Detail B. The sizes of curb ramps used in Detail A do not have to be the same. Case A through Case G curb ramps also may be used at mid block locations, as site conditions dictate.
2. If distance from curb to back of sidewalk is too short to accommodate ramp and 4'-0" platform (landing) as shown in Case A, the sidewalk may be depressed longitudinally as in Case B, or it may be widened as in Case D.
3. When ramp is located in center of curb return, crosswalk configuration must be similar to that shown for Detail B.
4. As site conditions dictate, the retaining curb side and the flares side of the Case G ramp shall be constructed in reversed position.
5. If located on a curve, the sides of the ramp need not be parallel, but the minimum width of the ramp shall be 4'-0".
6. Side slope of ramp flares vary uniformly from a maximum of 10% at curb to conform with longitudinal sidewalk slope adjacent to top of the ramp, except in Case F and Case F.
7. The curb ramp shall be outlined, as shown, with a 1'-0" side border with 1/4" grooves approximately 1/4" on center. See grooving detail.
8. Transitions from ramps and landing to walks, gutters or streets shall be flush and free of abrupt changes.
9. Maximum slopes of adjoining gutters, the road surface immediately adjacent to the curb ramp or accessible route shall not exceed 5 percent within 4'-0" of the top and bottom of the curb ramp.
10. Curb ramps shall have a detectable warning surface that extends the full width and 3'-0" depth of the ramp. Detectable Warning Surfaces shall conform to the details on this plan and the requirements in the Special Provisions.
11. The edge of the detectable warning surface nearest the street shall be between 6" and 8" from the gutter flowline.
12. Sidewalk and ramp thickness, "T", shall be 3½" minimum.
13. Utility pull boxes, manholes, vaults and all other utility facilities within the boundaries of the curb ramp will be relocated or adjusted to grade by the owner prior to, or in conjunction with, curb ramp construction.
14. For retrofit conditions, removal and replacement of curb option will be at the Contractor's option, unless otherwise shown on project plans.

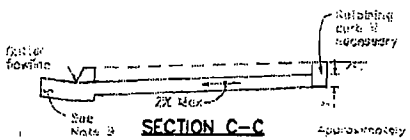


SECTION A–A

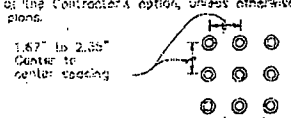


SECTION B–B

Depress entire sidewalk as required



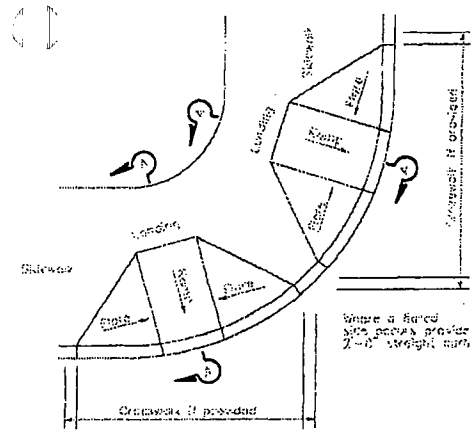
SECTION C–C



RAISED TRUNCATED DOME PATTERN (IN-LINE)

DETECTABLE WARNING SURFACE

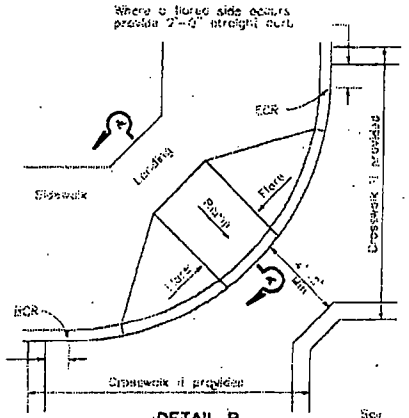
See Note 10



DETAIL A

TYPICAL TWO–RAMP CORNER INSTALLATION

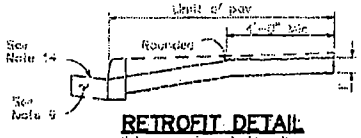
See Note 1



DETAIL B

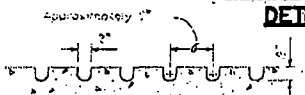
TYPICAL ONE–RAMP CORNER INSTALLATION

See Notes 1 and 3



RETROFIT DETAIL

Existing curb and sidewalk



GROOVING DETAIL

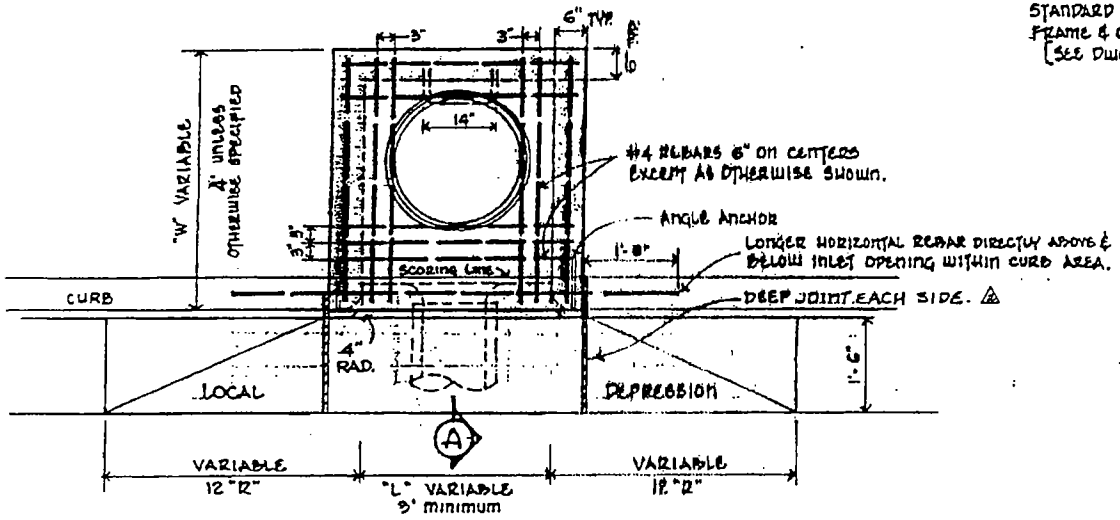
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

CURB RAMP DETAILS

NO SCALE

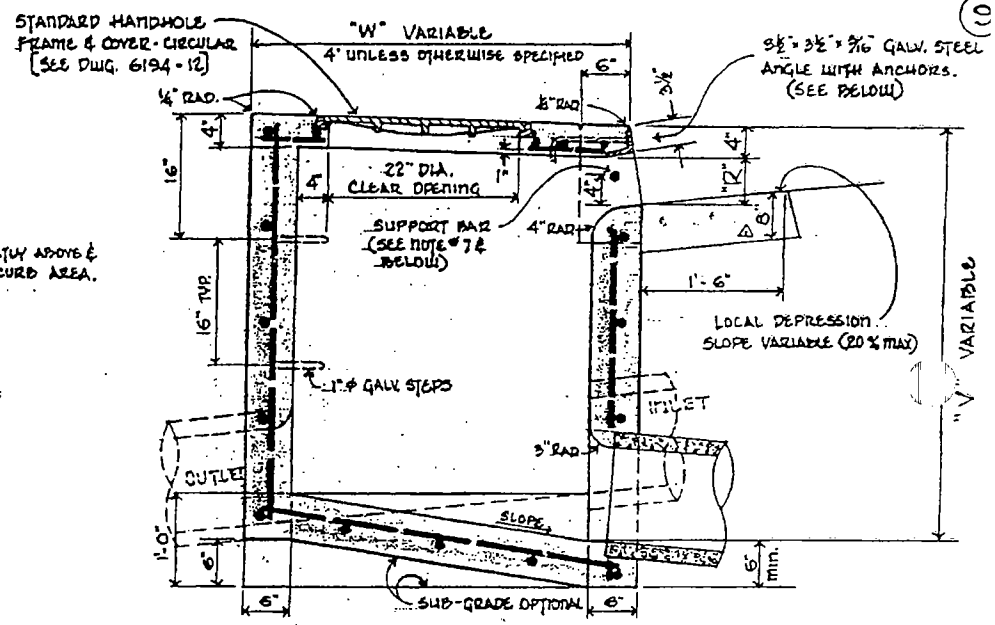
RSP A88A DATED SEPTEMBER 1, 2006 SUPERSEDES STANDARD PLAN A88A DATED MAY 1, 2006 – PAGE 115 OF THE STANDARD PLANS BOOK DATED MAY 2006.

REVISED STANDARD PLAN RSP A88A



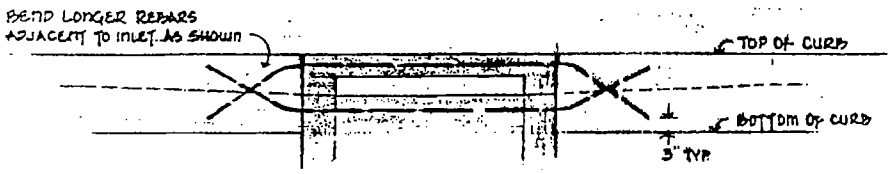
PLAN

½" = 1'-0"



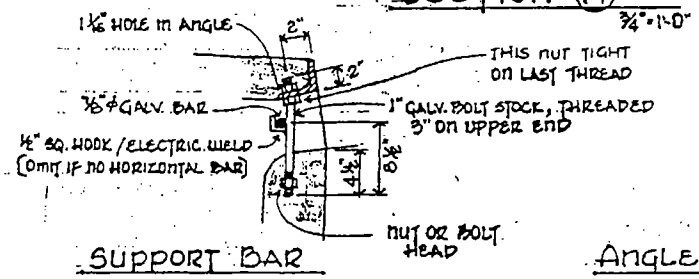
SECTION (A)

¾" = 1'-0"



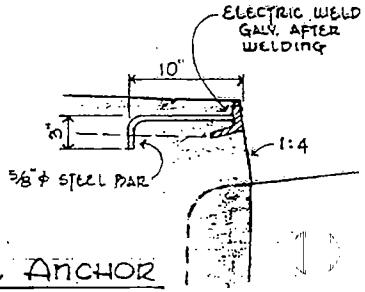
REBARS AT CURB OPENING

½" = 1'-0"



SUPPORT BAR

no scale.



ANGLE ANCHOR

no scale

NOTES:

1. "L", "V", "W", and "R" as specified; Min. "L" = 3', Min. "W" = 4' & Min. "R" = 4".
2. When BOTH "L" and "W" exceed the minimum values (3' and 4' respectively), use a Type 6 Catch Basin (see Dwg. No. 6197-14).
3. Inlet and outlet locations as specified.
4. Concrete shall be Class "A".
5. Reinforcing: #4 bars, 12" C-C except as shown otherwise.
6. All splices in reinforcing shall have 10" min. lap (including at corners)
7. Horizontal protection bar shall be used when curbface is 10 inches or more.
8. When "L" exceeds 3½', vertical support bars shall be used at 42" max. spacing.
9. Pipe to be placed through Catch Basin whenever possible.
10. Steps to be used when "V" is greater than 3'-0".
11. Exposed surfaces to conform to adjoining curb & walk in grade and finish.

NO.	REVISED	BY	APP.
△	11-24-82	ALM	
△	1-21-74	AMC	

COMPILED H. WONG
DRAWN WONG / McRORY
CHECKED T.D. EDWARDS
DATE JAN. 1974 SCALE AS NOTED

CITY OF ALAMEDA
CALIFORNIA
ENGINEERING DEPARTMENT

STANDARD
CATCH BASIN
TYPE 1

SHEET 1 OF 1
APPROVED BY M. J. Hanna
CITY ENGINEER
REG. C. E. NO. 7061
DATE 12-10-73
DWG. 6980
CASE 14