

CITY OF
HAYWARD
HEART OF THE BAY

SPECIFICATIONS FOR THE CONSTRUCTION

OF

**SIDEWALK REHABILITATION AND
WHEELCHAIR RAMPS FY10
District No. 1 & 8**

Project Nos. 5103 & 5113

May 2010

TO PURCHASE PLANS AND SPECIFICATIONS
AND TO CHECK BID RESULTS
Contact Engineering & Transportation at (510) 583-4738

FOR INFORMATION REGARDING THIS PROJECT
Contact Sammy Lo at (510) 583-4768

FOR CONTRACT COMPLIANCE
Contact Jasmine Gacusan at (510) 583-4802



DEPARTMENT OF PUBLIC WORKS
NOTICE TO CONTRACTORS, SPECIAL
PROVISIONS, PROPOSAL, AND CONTRACT
FOR CONSTRUCTION OF

SIDEWALK REHABILITATION AND
WHEELCHAIR RAMPS FY10

PROJECT NO. 5103 & 5113

FOR USE IN CONNECTION WITH STANDARD SPECIFICATIONS AND STANDARD
PLANS DATED MAY 2006 OF THE CALIFORNIA DEPARTMENT OF
TRANSPORTATION, AND THE CITY OF HAYWARD STANDARD DETAILS, 2002

May 2010

Morad Fakhrai
Deputy Director of Public Works
R.C.E. No. 43921
Expiration Date: 6/30/11



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E-1938	11	SIDEWALK REHABILITATION AND WHEELCHAIR RAMPS FY10

CITY OF HAYWARD
DEPARTMENT OF PUBLIC WORKS

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NOTICE TO CONTRACTORS

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SEALED proposals will be received at the office of the City Clerk, Fourth Floor, 777 "B" Street, Hayward, California 94541-5007, until 2:00 p.m. on **TUESDAY, June 15, 2010** at which time they will be publicly opened and read aloud in the Public Works Conference Room 4D, Fourth Floor, of said building, for construction in accordance with the project plans and specifications to which special reference is made, as follows:

Title: Sidewalk Rehabilitation and Wheelchair Ramps FY10
Project No. 5103 & 5113

Project Description: The work consists, in general, of removing and replacing raised sidewalk and driveways and the construction of wheelchair ramps.

The Engineer's estimated cost of construction is \$ **500,000**

The work is to be completed within **Seventy (70)** working days.

The Contractor shall pay to the City of Hayward the sum of \$500 per day in excess of the number of working days prescribed above, for each and every calendar day's delay in finishing the work. See details in the Special Provisions.

At the time this contract is awarded, the Contractor shall possess either a Class **A** or **C-8** license.

A bid submitted by any Contractor who is not licensed to engage in business or act in the capacity of a contractor shall be considered non-responsive and shall be rejected, except for those exceptions governed by Section 7028.15 of the Business and Professions Code.

The City of Hayward hereby notifies all bidders that bidders will not be discriminated against on the grounds of race, color, religion, national origin, ancestry, place of birth, sex, sexual orientation, age, or disability in consideration for an award.

A pre-bid conference will be held on **Wednesday, June 2, 2010** at **2:30 P.M.** in Public Works Conference Room 4D, at 777 "B" Street, Hayward, CA. Purpose of this conference is to answer Contractor's questions regarding the project requirements.

Each bid must be accompanied by certified or cashier's check, or bidder's bond duly executed by a responsible corporate surety authorized to issue such bonds in the State of California, made payable to the City of Hayward for an amount equal to at least ten (10) percent of the amount bid.

The successful bidder shall furnish a Labor and Materials Bond and a Faithful Performance Bond.

Bidder's attention is directed to Section 6-1, "City of Hayward Non-Discriminatory Employment Practices Provision," of the special provisions.

Pursuant to Section 1770 of the Labor Code, the Director of the Department of Industrial Relations has ascertained the general prevailing rate of per diem wages applicable to the work to be performed, which rates are filed in the office of the City Engineer, and copies of which are available to any interested parties on request.

The Contractor may elect to receive 100 percent of payments due under the contract from time to time, without retention of any portion of the payment by the City, by depositing securities of equivalent value with the City in accordance with the provisions of Sections 22300 of the Public Contract Code. All expenses of such substitute deposit shall be borne by the Contractor. Securities eligible for investment under the section shall include those listed in Section 16430 of the California Government Code or certificates of deposit of a bank or savings and loan association. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. Such securities, if deposited by the Contractor, shall be valued by the City's Finance Director (Treasurer), whose decision on valuation of the securities shall be final.

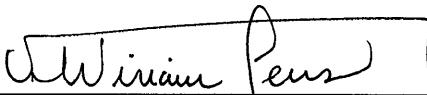
Alternatively, upon the Contractor's request, the City will make payment of retentions earned directly to the escrow agent. The Contractor may direct the investment of the payments into securities, and the Contractor shall receive the interest earned on the investments upon the same terms provided for securities deposited by the Contractor. Upon satisfactory completion of the contract, the Contractor shall receive from the escrow agent all securities, interest and payments received by the escrow agent from the City, pursuant to the terms in Section 22300 of the public Contract code.

Bidders may purchase the project specifications with reduced plans and proposal forms by visiting or writing the:

City Engineer's Office
2nd Floor
777 "B" Street
Hayward, California 94541-5007
(510) 583-4738

for a non-refundable fee of **\$15.00** per set if picked up; or **\$20** per set if mailed by regular mail with the U.S. Postal Service. Any other form of delivery will be at a cost to include the cost per set plus the delivery carrier's cost. They may also be reviewed at the various builders exchanges and construction service offices throughout the San Francisco Bay Area. Full size plans are available for **\$3.00** per sheet.

Project Addendum notifications will be sent certified mail and also issued through Construction Bidboard at www.ebidboard.com. Construction Bidboard will fax and/or email all notifications to all planholders. Copies of the addenda can also be downloaded from the Construction Bidboard website or under "Construction Projects" on the City's website at www.hayward-ca.gov.



MIRIAM LENS
City Clerk

CITY OF HAYWARD
DEPARTMENT OF PUBLIC WORKS

SPECIAL PROVISIONS

FOR

Sidewalk Rehabilitation and Wheelchair Ramps FY10
Project Nos. 5103 & 5113

SECTION 1. SPECIFICATIONS AND PLANS

The work embraced herein shall be done in accordance with the State of California Standard Specifications May 2006 ("State Standard Specifications" or "Standard Specifications") and the Standard Plans dated May 2006 ("State Standard Plans" or "Standard Plans") and the City of Hayward Standard Details 2002, insofar as the same may apply and in accordance with the following special provisions.

In case of conflict between the various contract documents, the following order shall govern: the Special Provisions, the Project Plans, the City Standard Details, the State Standard Plans, the State Standard Specifications.

Definitions and Terms. Wherever in the Standard Specifications or Standard Plans, the following definitions and terms are used, the intent and meaning shall be interpreted as follows:

Department - The Department of Public Works of the City of Hayward.

Director - The Director of Public Works of the City of Hayward.

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

Highway - The streets of the City of Hayward, which shall include the total right of way or area which is reserved for and secured for use in constructing the roadway or street and its appurtenances.

Laboratory - The Office of Materials and Foundations of the Department of Transportation of the State of California or the City of Hayward testing laboratory or laboratories authorized by the Engineer to test materials and work involved in the contract.

Legal Holidays - For the purpose of calculating working days, legal holidays are: January 1, the third Monday in January, February 12, the third Monday in February, the last Monday in May, July 4, the first Monday in September, September 9, the second Monday in October, November 11, Thanksgiving Day, and December 25. When a legal holiday falls on a Sunday, the following Monday shall be a legal holiday.

Liquidated Damages - The amount prescribed in the special provisions, pursuant to authority of Government Code Section 53069.85, to be paid to the City of Hayward or to be deducted from any payments due or to become due to the Contractor for each day's

delay in completing the whole or any specified portion of the work beyond the time allowed in the special provisions.

Office of Structure Design - The office of the City Engineer of the City of Hayward. When the specifications require working drawings to be submitted to the Office of Structure Design, the drawings shall be submitted to: Office of City Engineer, 777 B Street, Hayward, CA 94541, Telephone (510) 583-4731.

Special Provisions - The special provisions are specific clauses setting forth conditions or requirements peculiar to the work and supplementary to the Standard Specifications. The Department of Transportation publications entitled "Labor Surcharge and Equipment Rental Rates" and "General Prevailing Wage Rates" are to be considered as a part of the special provisions.

Standard Plans - The 2006 edition of the Standard Plans of the State of California, Department of Transportation, and the City of Hayward Standard Details 2002. The Standard Details of the City of Hayward shall govern over both the State of California Department of Transportation Standard Plans and Standard Specifications.

Standard Specifications – The 2006 edition of the Standard Specifications of the State of California, Department of Transportation.

California Public Contract Code. State Contract Act - The provisions of the California Public Contract Code and of other applicable laws form and constitute a part of the provisions of this contract to the same extent as if set forth herein in full, except for those laws which are expressly made inapplicable herein, and except to the extent those laws are modified herein. The State Contract Act, being Chapter 1 (commencing with Section 10100) of Part 2, Division 2, California Public Contract Code, does not form or constitute any part of this contract. Section 20162 of the California Public Contract Code does not apply to work performed by City work forces.

Any reference within the Standard Specifications to the State of California or a State agency, office or officer shall be interpreted to refer to the City or its corresponding agency, office or officer.

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 General

The bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," of the Standard Specifications and these special provisions for the requirements and conditions which he must observe in the preparation of the proposal form and the submission of the bid.

The City will furnish to each bidder an envelope identifying the project, plus an additional set of proposal forms that are detached from the special provisions, which, when filled out and executed shall be submitted as the bid. Bids not presented on the forms and in the envelope so furnished may be disregarded.

The first paragraph of Section 2-1.07, "Proposal Guaranty," of the Standard Specifications is amended to read:

All bids shall be presented under sealed cover and accompanied by one of the following forms of bidder's security:

Certified or cashier's check, or a bidder's bond duly executed by a responsible corporate surety authorized to issue such bonds in the State of California, made payable to the City of Hayward.

The form of Bidder's Bond mentioned in the last paragraph in Section 2-1.07, "Proposal Guaranty," of the Standard Specifications will be found following the signature page of the proposal annexed hereto.

Section 2-1.10, "Disqualification of Bidders," of the Standard Specifications is amended to read:

More than one proposal from an individual, firm, partnership, corporation, or combination thereof under the same or different names will not be considered. If it appears that the same individual, firm, partnership, corporation or combination thereof is interested in more than one proposal for the work contemplated, all such proposals shall be rejected. If there is a reason for believing that collusion exists among the bidders, any or all proposals may be rejected. Proposals in which the prices obviously are unbalanced may be rejected. Being listed as a subcontractor does not constitute interest in a bid.

Section 2-1.105, "Previous Disqualification, Removal, or Other Prevention of Bidding," of the Standard Specifications is amended to read:

A bid may be rejected on the basis of a bidder, any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder, having been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local project because of a violation of law or a safety regulation.

Section 2-1.108, "Compliance with Orders of the National Labor Relations Board," and Section 2-1.11, "Ineligibility to Contract" of the Standard Specifications are deleted. These sections are based on requirements of the State Contract Act and are not a part of these specifications.

2-1.02 Nondiscrimination/Non-preferential Treatment

The successful bidder shall, in the performance of the Agreement, be required to comply with all applicable federal, state, and City nondiscrimination/nonpreference laws and regulations.

The successful bidder should not discriminate against any subcontractor on the grounds of race, color, religion, national origin, sex, age, or disability.

2-1.03 Disadvantaged Business Enterprise and Women Business Enterprise (DBE/WBE) Voluntary Participation

The City of Hayward strongly urges prime bidders to consider utilization of subcontractors and to provide DBE/WBE subcontractors with a full and fair opportunity to submit proposals to participate on this contract. "Disadvantaged Business Enterprise (DBE) or Women Owned Business Enterprise (WBE)" means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals or women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals or women, (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals or women who own it, and (c) and for DBEs only, is located within the City of Hayward or certifies that it has actively participated or attempted to be active in the business community within jurisdiction of the City of Hayward.

Prime bidders are urged but are not obligated to take the suggested "outreach efforts" listed below to reach out to potential DBE/WBE subcontractors.

2-1.04 Outreach Efforts

Outreach efforts are made by the prime bidder to obtain DBE/WBE participation on the contract. The following list of examples of outreach efforts is not exclusive or exhaustive. Other outreach efforts may also be effective.

1. Identify appropriate subcontractor opportunities.
2. Send a written solicitation to certified DBE/WBEs licensed or reputed to be qualified to provide the identified work before proposals are due providing them with information about the requirements for the project and the identified items of work.
3. Follow up on initial solicitations to DBE/WBEs to determine interest.
4. Contact chambers of commerce or women's business organizations to provide information regarding opportunities and to obtain information regarding DBE/WBEs.

2-1.05 Resource Lists for this Project

Certified DBE and WBE resource lists **ACCEPTABLE** for this project are as follows:

1. California Department of Transportation (Caltrans) and Department of General Services
2. City and County of San Francisco
3. County of Alameda
4. City of Oakland
5. And City's, County's, or other governmental agency listing provided that agency performs certifications and, can attest to the accuracy of the information contained within the listing.

SECTION 3. SUBMISSION OF DBE AND WBE INFORMATION, AWARD, AND EXECUTION OF CONTRACT

3-1.01 General

The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

Contractor's attention is directed to Section 6-1, "City of Hayward Non-Discriminatory Employment Practices Provision," of these special provisions.

Subcontractors must be named in the bid. See Section 5-1.12 "Subcontracting" of these special provisions.

3-1.02 DBE and WBE Information

The City of Hayward requests that the bidder who participates in DBE/WBE outreach complete the "Participation of DBE and WBE Information" form, which is combined with the "List of All Subcontractors and Suppliers" form in the proposal packet.

3-1.03 Contractor's Reference Information

If the successful bidder (low bidder) has not had a contract with the City in the last five (5) years for similar type and size of work, the low bidder may be requested to submit the reference information to the City after the bids are received. When requested, the low bidder shall submit information on all construction projects the bidder has been engaged in within the last 5 years. Reference information shall include project owner and address, project manager and/or inspector's name and phone number, project description, project size in dollars, and status of completion. Additionally, if any listed work was under a subcontract, the low bidder shall also provide the prime contractor's name and contact information. The reference information shall be submitted to the office of the City Engineer within two days from the date of the request. Failure to submit the required contractor's reference information by the time specified will be grounds for finding the bid or proposal non-responsive. Other bidders need not submit information unless requested to do so by the City. When such request is made, the contractor's reference information of such bidders shall be submitted within 2 days of the request.

3-1.04 Award and Execution of Contract

Section 3-1.01 "Award of Contract," of the Standard Specifications is amended to read:

The right is reserved to reject any and all proposals. The right is also reserved to waive any informalities or irregularities in bids received.

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed. Such award, if made, will be made within 45 days after the opening of the proposals. This period of time specified above within which the award of contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the Department and the bidder concerned.

All bids will be compared on the basis of the Engineer's Estimate of the quantities of the work to be done.

The first paragraph of Section 3-1.03 "Execution of Contract," of the Standard Specifications is amended to read:

The contract shall be signed by the successful bidder and returned, together with the contract bonds and certificate of insurance with documents to verify any self-insurance coverage within **10 days**, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. At the discretion of the City Engineer, a copy of insurance policies may be also required to be submitted with the submission of the certificate of insurance within a specified time period.

3-1.05 Contract Bonds

The first two paragraphs of Section 3-1.02, "Contract Bonds," of the Standard Specification are amended to read:

Contractor shall provide, at the time of the execution of the contract agreement for the work and at his own expense, a surety bond in an amount equal to at least **100 percent** of the contract price as security for the faithful performance of said agreement. This obligation may be reduced to an amount equal to at least ten percent (10 percent) of the contract price upon final acceptance, for a period of one year from the date of acceptance of the work. Contractor shall also provide, at the time of the execution of the agreement or contract for the work and at his own expense, a separate surety bond in an amount equal to at least **100 percent** of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with said contract agreement. Sureties on each of said bonds shall be executed by a corporate surety authorized to engage in such business in the State of California and shall be satisfactory to the City Attorney.

SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION, AND LIQUIDATED DAMAGES

Attention is directed to the provisions in Section 8-1.03, "Beginning of Work," in Section 8-1.06, "Time of Completion," and in Section 8-1.07, "Liquidated Damages," of the Standard Specifications and these special provisions.

The Contractor shall begin work within 10 calendar days after receiving the Notice to Proceed and shall diligently prosecute the same to completion before the expiration of **70 WORKING DAYS** after the date of receipt of the Notice to Proceed.

The Contractor shall pay to the City of Hayward the sum of **\$500** per day in excess of the number of working days prescribed above, for each and every calendar day's delay in finishing the work.

In addition, the Contractor shall complete the work listed in the following items within the specified time and pay the damages in the specified amount as follows:

Removal and construction of the new sidewalk, driveway, wheelchair ramps, curb and gutter, the 6-inch deep lift asphalt concrete repair, planting of trees, shrubs and turf, replacement of concrete, bricks or tile paving, and all other items of work necessary at each location shall all be done and completed before the expiration of **20 working days** from the day the work is started at each location. The contractor shall pay to the City of Hayward the sum of **\$500 per day**, for each and every calendar day delay in finishing all the work at each location in excess of the 20 working days.

Prior to the issuance of the Notice to Proceed, a pre-construction conference will be held at the office of the City Engineer for the purpose of discussing with the Contractor the scope of the work, contract plans and specifications, and the Contractor's schedule. Unless otherwise approved by the Engineer, the Contractor's proposed superintendent shall be present and at least one representative from each listed subcontractor. The time and date for the pre-construction conference will be scheduled by the Engineer.

SECTION 5. GENERAL
SECTION 5-1. MISCELLANEOUS

5-1.01 Equipment Rental Rates and Labor Surcharge

The labor surcharge, equipment rental rates and the right of way delay factors for each classification of equipment are listed in the Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates.

5-1.02 General Prevailing Wage Rates

The following sentence is added to the end of the third paragraph of Section 7-1.01A(2), "Prevailing Wage," of the Standard Specifications:

Any Contractor who is awarded a public works project and intends to use a craft or classification not shown on the general prevailing wage determinations, may be required to pay the wage rate of the craft or classification most closely related to it as shown in the general determinations in effect on the date of advertisement for the project.

The fourth paragraph in Section 7-1.01A(2), "Prevailing Wage," of the Standard specification is amended to read:

The general prevailing wage rates and any applicable changes to these wage rates will be available at the office of the City Engineer, 2nd floor, of the Hayward City Hall, 777 "B" Street, Hayward, CA 94541-5007. General prevailing wage rates are also available from the California Department of General Industrial Relations' Internet Web Site at: <http://www.dir.ca.gov>.

The Sixth paragraph in Section 7-1.01A(2), "Prevailing Wage," of the Standard specification is amended to read:

Pursuant to Section 1773.2 of the Labor Code, general prevailing wage rates that are in effect on the date of the advertisement for the project and by reference are made a part of the contract, shall be posted by the Contractor at a prominent place at the site of the work.

The Seventh paragraph in Section 7-1.01A(2), "Prevailing Wage," of the Standard specification is amended to read:

Changes in general prevailing wage determinations that conform to Labor Code Section 1773.6 and Title 8 California Code of Regulations Section 16204 shall apply to the project when issued by the Director of Industrial Relations by the date of the advertisement for the project.

The Contractor shall have full responsibility, and subsequent liability for enforcing the general prevailing wage rate requirements upon all subcontractors utilized by the Contractor in the performance of this contract.

The second sentence of the first paragraph of Section 7-1.01 A(3), "Payroll Records," of the Standard Specifications is amended to read:

Regulations implementing said Section 1776 are located in Sections 16000 et seq of Title 8, California Code of Regulations.

The first sentence of the third paragraph of Section 7-1.01 A(3), "Payroll Records," of the Standard Specifications is amended to read:

Two copies of all payrolls shall be submitted weekly to the Engineer.

5-1.03 Authority of Engineer

Section 5-1.01, "Authority of Engineer" of the Standard Specifications is amended to read:

The Engineer shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor; and all questions as to compensation. Except as stated hereinafter in this section, the Engineer's decision shall be final and he or she shall have authority to enforce and make effective such decisions and orders which the Contractor fails to carry out promptly. Any decision of the Engineer as to the acceptability of substitute materials may be appealed to the City Council by the prime Contractor or the principal suppliers of the materials in question. Any such appeal shall be made in writing and shall be delivered to the City Clerk within ten (10) days of the delivery or mailing to appellant of written notice of the Engineer's decision. The decision of the City Council on any such appeal shall be final.

5-1.04 Inspection

Inspection shall conform to the provisions in Section 5-1.08, "Inspection," of the Standard Specifications and these special provisions.

The Contractor's normal working hours shall be from 7:30 a.m. to 4:30 p.m., Monday through Friday, except trade union holidays. All work performed on Saturdays, Sundays, any trade union holidays, or on weekdays before 7:30 a.m. or after 4:30 p.m. shall be subject to charges for overtime inspection by City's Forces. The overtime inspection is charged at one and one-half times the hourly rate. Inspection performed on City (Legal) holidays, which are trade union workdays, will not be charged to the Contractor. The hourly rate for inspectors shall be as set forth in the current City of Hayward Positions and Salaries Resolution.

All Contractors' work shall also meet the time restriction requirements specified in Sections "Sound Control Requirements," and "Maintaining Traffic," elsewhere in these special provisions. The following is a summary of the various hours for contractor's operation for the project. It is Contractor's responsibility to read the details and requirements in each section mentioned in the table. Any deviation from these hours requires written approval of the Engineer.

DESCRIPTION	HOURS	DAYS	SECTION TITLE (Location)
Contractor's Normal Working or Normal Inspection Hours	7:30 a.m. to 4:30 p.m.	Weekdays except trade union holidays	INSPECTION (Section 5)
Sound Control (Noise level <u>may</u> exceed 6 dba above the ambient noise in residential areas only during the hours shown)	7:00 a.m. to 7:00 p.m.	Daily	SOUND CONTROL REQUIREMENTS (Section 5)
	10:00 am to 6:00 p.m.	Sundays and designated legal holidays*	
Traffic Control For Lane Closure	9:00 a.m. to 3:30 p.m.	Monday through Friday except designated legal holidays	MAINTAINING TRAFFIC (Section 10-1)

*Same as the "designated legal holidays" defined in "Maintaining Traffic"

5-1.05 Labor Nondiscrimination

Section 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications is amended to read:

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

The Contractor is directed to Section 6, "City Requirements," of these special provisions for the Nondiscrimination Provisions.

5-1.06 Contractor's Licensing Laws

The third paragraph of Section 7-1.01C, "Contractor's Licensing Laws," of the Standard Specifications is amended to read:

In all City projects, the Contractor shall be properly licensed at the time the contract is awarded.

5-1.07 Insurance Requirements

Section 7-1.12 B, "Insurance," of the Standard Specifications is amended to read:

After award of contract, the Contractor shall promptly obtain, at its own expense, all the insurance required by this section and shall submit a completed copy of the Certificate of Insurance signed by the Contractor's agent or broker with documents to verify self-insurance to the Public Works Department for review and approval by the City. **The Certificate of Insurance shall clearly identify the project name and number in the space labeled "Description of Operations/Locations/Special Items" on the form.** The insurance requirements must be met within the same 8-day period allowed for contract execution as provided in the Directions to Bidders in the proposal.

The notice to proceed with the work under this contract will not be issued, and the Contractor shall not commence work, until such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on its subcontract until all similar insurance

required of the subcontractor has been obtained. Such insurance shall remain in full force and effect at all times during the prosecution of the work and until the final completion and acceptance thereof.

(1) Workers' Compensation and Employer's Liability Insurance

The Contractor shall take out and maintain during the life of the contract, Statutory Workers' Compensation and Employer's Liability Insurance with limits not less than One Million Dollars (\$1,000,000.00) for all of its employees to be engaged in the work on the project under the Contract. Should any work be sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance, all in strict compliance with State laws and to fully protect the City from any and all claims arising out of occurrences on the work.

(2) Commercial General and Automobile Liability Insurance

The Contractor shall take out and maintain in the name of the Contractor and, as an additional insured, the City, during the life of the Contract, such Commercial General and Automobile Liability Insurance as shall protect the Contractor, the City, its officials, officers, directors, employees and agents, from claims which may arise from operations under this contract, whether such operations be by the Contractor, by the City, its officials, officers, directors, employees and agents, any subcontractors, or by anyone directly or indirectly employed by any of them. Such coverage shall be at least as broad as: Insurance Service Office Commercial General Liability coverage (occurrence Form CG0001) and Insurance Service Office Form Number CA0001 (Ed. 1/87) covering Automobile Liability, Code 1 (any auto). This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from the Contractor's or subcontractor's operations, including the use of owned or non-owned automobiles, products, and completed operations. The amounts of insurance shall not be less than the following:

Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

The following endorsements must be attached to the policy:

- (a) If the insurance policy covers on an "accident" or a "claims made" basis, it must be changed to "occurrence."
- (b) The policy must cover Personal Injury as well as Bodily Injury.
- (c) The policy must cover complete contractual liability. Exclusions of contractual liability as to bodily injuries, personal injuries and property damages MUST BE ELIMINATED from the basic policy endorsements. This endorsement may be satisfied by amending the definition of "incidental contract" to include written contract.
- (d) Broad form property damage liability must be afforded. Permission is granted for deductible, which shall not exceed \$10,000 without special approval of the City.
- (e) The City must be named as an additional named insured under the coverage afforded with respect to the work being performed under the contract.
- (f) A certificate shall be provided which states that the coverage is PRIMARY INSURANCE and that no other insurance effected by the City will be called upon to contribute to a loss under this coverage.
- (g) The policy must include a cross liability or severability of interests clause.
- (h) Any failure of the Contractor to comply with the reporting provisions of the policies shall not affect coverage provided to the City, et al.

- (i) Notice of cancellation, non-renewal, reduction in limits, or material change, shall be sent to the City with at least **thirty (30) days** prior written notice by certified mail.
- (j) Insurance is to be placed with California Admitted Insurers with a Best's rating of no less than A: XI.

5-1.08 Termination of Control

Section 8-1.08, "Termination of Control," of the Standard Specifications is deleted and the following is substituted therefor:

Failure to supply an adequate working force, equipment, or material of proper quality or in any other respect to prosecute the work with diligence and force specified by the contract, or failure to make prompt payments to subcontractors for material or labor, is grounds for the termination of the Contractor's control over the work and for taking over the work by the City.

Notice thereof in writing will be served upon the Contractor, and should 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 said 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 or tools, appliances and equipment, and buy such additional material 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 continue the contract to completion, employ the necessary workers, substitute the machinery or materials, and purchase the materials contracted for in such manner as the City Council may deem proper.

The City Council may annul and cancel the contract and re-let the work or any part thereof. Any excessive 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 that have been retained under the terms of this contract shall be forfeited to the City, but such forfeiture will not release the Contractor or his sureties from liability of failure to fulfill the contract.

Upon completion of the contract work taken over by the City as provided for above, any surplus contract funds remaining after all just claims have been paid will be credited to the contractor. In the event the total cost of the contract work, including work taken over by the City exceeds the contract amount, the contractor and his or her sureties shall be liable for the excess cost over the contract amount.

In making the determination as to whether there has been non-compliance with the contract so as to warrant the suspension or annulment thereof, the decision of the City Council shall be binding on all parties to the contract.

5-1.09 Claims by Contractor

Section 9-1.10, "Arbitration," of the Standard Specifications is deleted and the following is substituted therefor:

Attention is directed to the provisions of Sections 20104 to 20104.6, inclusive, of the Public Contract Code, concerning the procedures to be followed when filing claims against the City. All claims shall be filed with the City Clerk.

Forms specifying the information to be contained in claims against the City may be obtained from the City Clerk.

5-1.10 Partial Payments

The first paragraph of Section 9-1.06, "Partial Payments," of the Standard Specifications is amended to read:

The Department, 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. **No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.** The estimate shall also include any amounts payable for mobilization. Daily extra work reports furnished by the Contractor less than 5 calendar days, not including Saturdays, Sundays, and legal holidays, prior to the preparation of the monthly progress estimate shall not be eligible for payment until the following month's estimate.

The third paragraph of Section 9-1.06, "Partial Payments," of the Standard Specifications is amended to read:

The Department shall retain 10 percent of such estimated value of the work done as part of security for the fulfillment of the contract by the Contractor, except that at any time after **80 percent** of the work has been completed, if the Engineer finds that satisfactory progress is being made and upon written request from the Contractor, the Department at its discretion may reduce the total amount being retained from payment pursuant to the above requirements to 5 percent of the total estimated value of said work and may also reduce the amount retained from any remaining partial payments to 5 percent of the estimated value of such work. The retention shall be paid in accordance to Section 5-1.14, "Payment after Acceptance," of these Special Provisions.

Partial payments made after the completion date will not constitute a waiver of liquidated damages.

5-1.11 Payment of Withheld Funds

The **second** and **fifth** paragraphs of Section 9-1.065, "Payment of Withheld Funds," of the Standard Specifications are combined and amended to read:

The Contractor may elect to receive 100 percent of payments due under the contract from time to time, without retention of any portion of the payment by the City, by depositing securities of equivalent value with the City in accordance with the provisions of Sections 22300 of the Public Contract Code. All expenses of such substitute deposit shall be borne by the Contractor. Securities eligible for investment under the section shall include those listed in Section 16430 of the California Government Code or certificates of deposit of a bank or savings and loan association. The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon. Such securities, if deposited by the Contractor,

shall be valued by the City's Finance Director (Treasurer), whose decision on valuation of the securities shall be final.

The **third** paragraph of Sec. 9-1.065, "Payment of Withheld Funds," of the Standard Specifications is amended to read:

Alternatively, upon the Contractor's request, the City will make payment of retentions earned directly to the escrow agent. The Contractor may direct the investment of the payments into securities, and the Contractor shall receive the interest earned on the investments upon the same terms provided for securities deposited by the Contractor. Upon satisfactory completion of the contract, the Contractor shall receive from the escrow agent all securities, interest and payments received by the escrow agent from the City, pursuant to the terms in Section 22300 of the public Contract code.

The **fourth** paragraph of Sec. 9-1.065, "Payment of Withheld Funds," of the Standard Specifications is deleted.

The **sixth** paragraph of Sec. 9-1.065, "Payment of Withheld Funds," of the Standard Specifications is amended to read:

The escrow agreement used pursuant to this Section 9-1.065 shall be substantially similar to the "Escrow Agreement for Security Deposits In Lieu of Retention" in Section 22300 of the Public Contract Code, deemed as incorporated herein by reference.

5-1.12 Subcontracting

Attention is directed to the provisions in Sections 8-1.01, "Subcontracting," of the Standard Specifications, Section 2, "Proposal Requirements and Conditions," Section 3, "Submission of DBE and WBE Information, Award, and Execution of Contract," elsewhere in these special provisions.

Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications is amended to read:

In accordance with the requirements of the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the California Public Contract Code, each bidder shall list in his Proposal the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime Contractor's total bid. Said list shall include a description of the portion of the work which will be done by each subcontractor. The prime Contractor shall list only one subcontractor for each portion as is defined by the prime Contractor in his or her bid.

A sheet for listing all the subcontractors is included in the proposal.

The first sentence of the third paragraph of Section 8-1.01, "Subcontracting," of the Standard Specifications is amended to read:

The Contractor shall perform with the Contractor's own organization, contract work amounting to not less than **50** percent of the original total contract price, less the administrative change order and any designated "Specialty Items" that may be performed by subcontract. The amount of any such "Specialty Items" so performed

and the amount for administrative change order shall be deducted from the original contract price before computing the amount of work required to be performed by the Contractor with the Contractor's own organization.

5-1.13 Acceptance of the Contract

Section 7-1.17, "Acceptance of the Contract," of the Standard Specifications is amended to read, as follows:

When the Engineer has made the final inspection as provided in Section 5-1.13, "Final Inspection," of the Standard Specifications and determines that the contract work has been completed in all respects in accordance with the plans and specifications, he or she will prepare a written statement of final quantities of the total amount of work complete under the contract, including therein an itemization of said amount, segregated as to contract item quantities, extra work and any other basis for payment for approval by the Contractor. All prior estimates shall be subject to correction in the statement of final quantities.

Upon approval of the statement of final quantities by the Contractor, or if Contractor approval is not received within 10 calendar days of receipt of the statement of final quantities, the Engineer will recommend to the Director that the City formally accept the work under the contract as complete. The Engineer will then prepare a final estimate of the total sum due the Contractor based on the statement of final quantities, including therein an itemization of said amount, segregated as to contract item quantities, extra work and any other basis for payment, and shall also show therein all deductions made or to be made for prior payments and amounts to be kept or retained under the provisions of the contract.

Approval of the Engineer's estimate of final quantities by the Contractor shall not forfeit the Contractor's right to file claims against the City as provided for in Section 5-1.09, "Claims by Contractor," of these special provisions.

The Contractor's attention is directed to Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications regarding giving the Engineer timely written notice regarding potential claims against the City.

Upon formal acceptance by the City, the Contractor will be relieved of the duty of maintaining and protecting the work as a whole, and he will not be required to perform any further work thereon; and the Contractor shall be relieved of this responsibility for injury to persons or property or damage to the work which occurs after the formal acceptance by the City, except for injuries or damages arising out of latent defects.

5-1.14 Arbitration

Section 9-1.10, "Arbitration," of the Standard Specifications is amended to read as follows:

Attention is directed to the provisions of sections 20105 through 20104.6, inclusive, of the Public Contract Code concerning the procedures to be followed when filing claims against the City. All claims shall be filed with City Clerk's office. Forms specifying the information to be contained in claims against the City may be obtained from the City Clerk's office.

5-1.15 Payment after Acceptance

Section 9-1.07, "Payment after Acceptance," of the Standard Specifications is amended to read as follows:

The City will record the Notice of Completion with the County Recorder within 10 days after formal acceptance by the City and, if no mechanic's lien is recorded within 30 days after the

recording of the Notice of Completion with the County Recorder, the City will make a final payment of the entire sum due the Contractor based on the Engineer's final estimate. Such final payment will be made within 10 days after the expiration of the aforementioned 30-day period.

5-1.16 Removal of Asbestos and Hazardous Substances

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe, and shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In accordance with Section 25914.1 of the Health and Safety Code, all such removal of asbestos or hazardous substances including any exploratory work to identify and determine the extent of such asbestos or hazardous substance will be performed by change order or separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for such delay as provided in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

5-1.17 Permits and Licenses

Procurement of permits and licenses shall conform to the requirements of Section 7-1.04, "Permits and Licenses," of the Standard Specifications and these special provisions.

The Contractor shall obtain all permits required by the City (building, plumbing, electrical, etc.). The City of Hayward will waive all fees for those permits issued by the City.

The following City permits are required for this project:

None

The Contractor shall obtain and pay all fees for a City of Hayward Business License prior to starting work and shall maintain same at all times during the life of the contract.

5-1.18 Encroachment Permits

None Required.

5-1.19 Sound Control Requirements

Sound control shall conform to the provisions in Section 7-1.01I, "Sound Control Requirements," of the Standard Specifications and these special provisions.

In accordance with Section 4-1.03 of the City of Hayward Municipal Code, the noise level from the Contractor's operations, in or abutting residential areas shall not exceed 6 dba above the ambient noise level measured at the nearest property line or right of way line before the hour of 7:00 a.m. and after the hour of 7:00 p.m. daily, except Sundays and holidays. On Sundays and holidays, the above restrictions shall apply before the hour of 10:00 a.m. and after the hour of 6:00 p.m. This requirement shall not relieve the Contractor from responsibility for complying with any other noise level regulations.

Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the

Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

The Contractor's attention is also directed to the requirements for contractor's operating hours summarized in Section "Inspection," elsewhere in these special provisions.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

5-1.20 Project Appearance

The Contractor shall maintain a neat appearance of the work.

The Contractor shall furnish trash bins for all debris from structure construction. All debris shall be placed in trash bins daily.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

5-1.21 Nuclear Free Hayward

Contractor agrees to comply with the requirement imposed by City Ordinance No. 87-024 C.S., establishing a "Nuclear Free Hayward." Proposal page P-9, "AFFIRMATION OF NON-INVOLVEMENT IN DEVELOPMENT OR PRODUCTION OF NUCLEAR WEAPONS," shall be executed by the Contractor and submitted with the Proposal. Failure to execute and submit page P-9 with the proposal may be considered as grounds for rejection of the bid.

SECTION 6 - CITY REQUIREMENTS

SECTION 6-1 CITY OF HAYWARD NONDISCRIMATORY EMPLOYMENT PRACTICES PROVISION

In the performance of this contract, the contractor or subcontractor agrees as follows:

A) NONDISCRIMINATION — GENERAL - The contractor or subcontractor shall not discriminate against any applicant for employment or employee on the grounds of race, color, religion, national origin, sex, age, or disability. The contractor or subcontractor will take affirmative action to ensure that its recruitment, selection, and evaluation practices do not discriminate against any applicant for employment or employee. The contractor or subcontractor shall also ensure that its personnel policies, practices and procedures, including, but not limited to, the transfer, promotion, demotion, suspension, layoff or termination, rates of pay and other forms of compensation, and the selection of training programs, apprenticeship, and on-the-job training do not discriminate against any employee. The contractor or subcontractor shall post in conspicuous places that are accessible to applicants for employment and employees notices setting forth this Nondiscriminatory Employment Practices Provision.

B) RECRUITMENT

1. Non-union employees. - Advertising placed with any media shall include the notation, "An Equal Opportunity Employer." Advertisements shall be placed with media having large circulation among minority groups or at school placement centers having large minority student enrollments. The contractor or subcontractor will send to each source of employee referrals, other than labor unions or workers' representatives, a notice, in such form and content as shall be furnished or approved by the City, advising said source or employee referrals of its commitments under Chapter 2, Article 7, "Nondiscrimination Employment Practices by City Contractors," of the Hayward Municipal Code, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

Recruitment of non-union employees shall, to the maximum extent possible, utilize the services of minority organizations likely to be referral sources for minority group employees.

2. Union employees. - Union employees shall be recruited in accordance with applicable labor agreements. The contractor or subcontractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, in such form and content as shall be furnished or approved by the City, advising said labor union or workers' representatives of its commitments under Chapter 2, Article 7, "Nondiscrimination Employment Practices by City Contractors," of the Hayward Municipal Code, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor or subcontractor agrees to seek the inclusion in all union agreements to which it is a party, clauses prohibiting discrimination based upon race, color, national origin, religion, sex, age or disability. To the maximum extent consistent with applicable labor agreements, the contractor or subcontractor will attempt to recruit applicants without regard to race, color, national origin, religion, sex, age, or disability.

C) EQUAL EMPLOYMENT OPPORTUNITY OFFICER - The contractor or subcontractor shall designate one of its management employees as its Equal Employment Opportunity Officer and assign such officer the responsibility and authority to administer and promote an active program to put the contractor's or subcontractor's nondiscriminatory employment practices commitment into practice.

D) ACCESS TO RECORDS - The contractor or subcontractor shall permit access during normal business hours to its records of employment, employment advertisements, completed application forms, and other pertinent data and records when requested to do so by the City Manager or any representative of the fair Employment Practices Commission of the State of California.

E) COMPLIANCE REVIEW PROCEDURES

1. The contractor or subcontractor shall, upon request of the City Manager, submit its official payroll records together with a monthly cumulative summary of all employee hours worked in performance of its contract with or on behalf of the City identified as to minority status.

2. The contractor or subcontractor shall submit to a formal, thorough review of its records, books, reports, and accounts concerning its employment practices for the purpose of determining whether they are nondiscriminatory. This review will be performed at intervals during the performance of the contract as may be specified by the City Manager. Each review shall be followed within 30 days by either a written notice to the contractor or subcontractor that it is in apparent compliance with the Nondiscriminatory Employment Practices Provision of its contract or by a citation of apparent deficiency, summary of findings, and a statement of remedial commitment for signature by the contractor. If the contractor or subcontractor fails to meet the commitments it has made in executing such statement, the City Manager shall issue a notice of intent to initiate an action against the contractor or subcontractor with the Fair Employment Practices Commission for willful violation of the Nondiscriminatory Employment provision and the California Fair Employment Practices Act in not less than 30 days of such notice of intent.

F) VIOLATION - The City Manager shall deem a finding of willful violation of the Nondiscrimination Employment Practices provision and the California Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the contractor or subcontractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426, which has become final, or obtained relief under Labor Code Sections 1429 and 1429.1, or an appropriate federal commission or agency, or a court of the State of California, or if the United States Government finds, in any action or proceeding to which the contractor or subcontractor is a party, that it discriminated against employees or applicants for employment in the performance of this contract. Upon receipt of such notice or final judgment, the City Manager shall notify the contractor or subcontractor that unless it demonstrates to the satisfaction of the City Council within a stated reasonable period that the violation has been corrected, said contractor or subcontractor shall be subject to the remedies hereinafter provided.

G) REMEDIES FOR WILLFUL VIOLATION - The contractor or subcontractor agrees that a finding of willful violation of the California Fair Employment Practices Act or of this Nondiscriminatory Employment Practices Provision shall be regarded by the City Council as a basis for determining whether or not it is a responsible bidder as to future contracts for which such contractor or subcontractor may submit bids. The contractor or subcontractor further agrees that such disqualification by said City Council shall remain in effect for one year or until it demonstrates to the satisfaction of the City Manager that its employment practices are in conformity with the nondiscrimination provisions of the article.

The contractor or subcontractor further agrees that the contractor or subcontractor shall, as a penalty to the City of Hayward, forfeit for each calendar day or portion thereof an amount not to exceed \$250 or one percent of the total contract amount, whichever is greater. Such penalty may be deducted from any sums due to the contractor or subcontractor or recovered by the City through maintenance of an action in any court of competent jurisdiction.

Prior to making any determination with respect to reinstatement of a contractor or subcontractor as a responsible bidder, the City Council may refer the matter to the Human Relations Commission of

the City of Hayward for a report and recommendation. The contractor or subcontractor agrees to cooperate to the fullest extent with said Human Relations Commission in its exercise of the authority here conferred, including, but not limited to, promptly furnishing reports requested by the commission's review of matters relating to such reinstatement.

**SECTION 6-2
CITY OF HAYWARD**

RESOURCE LIST FOR MINORITY/WOMEN LABOR SOURCES

Spanish Speaking Citizens Foundation
1900 Fruitvale Avenue, Suite 2A
Oakland, CA 94601
Phone: (510) 261-7839

Vallecitos Center for Employment Training
597 C Street
Hayward, CA 94541
Phone: (510) 537-8400

Bay Area Urban League
2201 Broadway
Oakland, CA 94612
(510) 271-1846

RESOURCE LIST FOR CONSULTANTS

Yemma Consulting Engineers
P.O. Box 7326
Oxnard, CA 93031-7326
(805) 339-9661

Lee Incorporated
1153 Bordeaux Drive, Suite 103
Sunnyvale, CA 94089
(408) 734-2556

Resna Industries, Inc.
42501 Albrae Street
Fremont, CA 94538
(510) 440-3300

RESOURCE LIST FOR LOCATING DBE/WBE CONTRACTORS

The following listing is provided to assist the bidder in locating DBE/WBE contractors for the project.

CALTRANS
Materials Operation Branch, Publication Distribution Unit,
1900 Royal Oak Drive,
Sacramento, CA 95815
Phone (916) 445-3520
<http://www.dot.ca.gov/hq/bep/index.htm>

RESOURCE LIST FOR LOCATING DBE/WBE CONTRACTORS (Continued)

Department of General Services
Office of Small Business Certification & Resource
1631 I Street, Second Floor
Sacramento, CA 95814-2016
Phone: (916) 322-5060
Fax: (916) 422-7855

The County of Alameda
Small, Local & Emerging Business Program
1401 Lakeside Drive
Oakland, CA 94612
Phone: (510)-208-9711
Attn: Linda Moore
<http://www.co.alameda.ca.us/gsa/sleb/index.shtml>

City and County of San Francisco
Human Rights Commission
25 Van Ness Avenue, Suite 800
San Francisco, CA 94102
Phone (415) 252-2500

City of Oakland
250 Frank H. Ogawa Plaza, Suite 3341
Oakland, CA 94612
Phone (510) 238-6418
Fax: (510) 238-3363

Golden Gate Bridge Transportation District
Diversity Program Office
P. O. Box 900
Presidio Station
San Francisco, CA 94129
Phone: (415) 257-4536
Fax: (415) 257-4555

SECTION 7. (BLANK)

SECTION 8. MATERIALS

SECTION 8-1. MISCELLANEOUS

8-1.01 General

Attention is directed to Section 6, "Control of Materials," of the Standard Specifications and these special provisions.

Except as provided under "City-Furnished Materials," of these special provisions, all materials required to complete the work under this contract shall be furnished by the Contractor.

8-1.02 City-Furnished Materials

Attention is directed to Section 6-1.02, "State-Furnished Materials," of the Standard Specifications and these special provisions.

The Contractor shall notify the Engineer forty-eight (48) hours in advance of the date of his intended use of City-Furnished materials.

All City-furnished material that is not used on the work shall remain the property of the City and shall be delivered to the Engineer.

8-1.03 Submittals

Unless otherwise specified, or directed by the Engineer, each and all contract bid items are subject to the requirements of this section for submittals and are supplemented by the submittal requirements of the Standard Specifications. Submittals for **this project** shall include, but not be limited to the following categories:

1. Construction Progress Schedules
2. Qualification and Experience Statement
3. Preconstruction Photos
4. Portland Cement Concrete (all mixes to be used)
5. Asphalt Concrete
6. Aggregate sub-base
7. Detectable Warning Surface

All submittals shall be the original documents, shop drawings, catalogs or catalog cut sheets, etc. The contractor may substitute the originals of the aforementioned materials with the first time copies if the originals are impossible to obtain. Original documents or copies that is incomplete, unreadable, without the necessary information of the generators or manufactures or the standards it should conform, or without Contractor's clear indication of model # to be used for the project, will be returned for re-submission.

All submittals shall be stapled item by item and labeled with consecutive submittal item numbers and brief descriptions on the top page of each item. Each package of submittals shall include a summary list of items submitted. Items in the next submittal package shall be numbered consecutively and continuously after the previous submittals. Re-submitted items shall be labeled with the original item # and "1st Re-submission" or "2nd Re-submission" in the descriptions as appropriate.

The Contractor shall allow at least 10 working days, not including the mailing time, for the City to review and comment on the submittals. The contractor shall submit all required materials and obtain

City's satisfactory review comments prior to ordering the equipment/material. No equipment/material shall be delivered to the project site without an approved submittal and any such equipment/material not conforming to the requirements of the specifications will be subject to rejection whether in place or not.

Submittals for any **critical equipment or material items** that will need long lead-time for procurement and delivery and will affect the **critical path** of the schedule shall be submitted separately for approval at the earliest possible time or as specified in section "Order of Work," or "Progress Schedule," elsewhere in these special provisions. The time required for the first review, including mailing, along with the time required for procurement and delivery of such critical item(s), will be given consideration of Contract time extension, **if requested**. All time used for other submittals' review, mailing, procurement, and delivery, except the equipment/materials specifically identified, will not be given consideration for a contract time extensions. The submittal(s) for critical items shall be labeled "Critical Item" along with the descriptions.

It is the contractor's responsibility to submit all required submittals sufficiently in advance so that the construction schedule will not be delayed due to late submissions.

The contractor shall submit a minimum 4 copies of each and all required submittals for review. The City will retain three copies and return the remaining copy(s) to the contractor.

The approval of submittals will be general and shall not be construed:

1. As permitting any departure from contract requirements
2. As offering relief from the responsibility for any errors on details, dimensions, material types and qualities.

If submittals show variations from contract requirements because of the standard shop practice or for any other reasons, such variations shall be described in the letter of submittal. Failure to describe the variations shall not relieve the Contractor from his responsibility of executing the work in accordance with the contract, even though such submittals have been approved.

No re-submission is necessary if the returned submittal is marked "Make Corrections Noted", provided that the comments of the Engineer have been properly addressed and carried out.

8-1.04 Certificates of Compliance

Certificates of compliance shall conform to the provisions of Section 6-1.07, "Certificates of Compliance" of the Standard specifications and these special provisions.

In addition, certificates of compliance from the Contractor, suppliers, and/or manufacturers, shall clearly certify that the material to be delivered to the jobsite will meet all requirements of the project specifications. A certificate of compliance shall include, but not be limited to the following items of information:

1. Project title/number
2. Name of the material with appropriate descriptions (classifications, model numbers, quantities, if applicable)
3. Statement of compliance (including the name of specific applicable standards or specifications)
4. Certifier's name, title, signature, and date
5. Certifier's company name.

Insufficient, incomplete, or unreadable certificates will be rejected for re-submissions and the Contractor shall be responsible for all delays caused by the re-submissions.

At least **five (5)** working days prior to the start of work or incorporation of materials into the work, the contractor shall submit the certificates of compliance to the Engineer for approval for the following items:

- | | | |
|-----------------------------|--------------------|-------------------------|
| 1. Asphalt concrete | 4. Top Soil | 7. Turf (sod) |
| 2. Portland Cement Concrete | 5. Mulch | 8. Root Barrier |
| 3. Aggregate Subbase | 6. Soil Amendments | 9. Tree Trunk Protector |

Certificates of Compliance are also required for those items of materials/equipment that the qualities are not (or could not be) clearly specified in the submittals, or specified but not directly related to the requirements of the specifications, or the qualities may be changed due to the change of supplying sources during the construction period.

No material shall be incorporated into the work until certificates of compliance have been satisfactorily accepted by the Engineer.

8-1.05 Hazardous Materials

The Contractor shall comply with all government laws, rules and regulations concerning the use of hazardous materials and the disposal of hazardous waste at the jobsite, including but not limited to the following:

- (1) The Contractor shall not bring hazardous materials onto the job site or deliver hazardous materials without providing the City, in advance, the Material Safety Data Sheets for each hazardous material introduced. Where applicable, materials must be labeled in accordance with Section 5194, Title 8, of the California Administrative Code. The Contractor is required to include a Material Safety Data Sheet prepared in accordance with Section 5194 (g) with each shipment of all such materials to the City. No hazardous material will be introduced onto the job site until the City gives written approval for each hazardous material.
- (2) All hazardous material shall be stored and used in a safe manner and shall not be stored or used in any vehicular or pedestrian traffic lanes.
- (3) Any hazardous products, waste, or empty containers used or generated shall not be poured down any drain or sewer nor disposed of in any trash container or dumpster.
- (4) The Contractor will be considered to be the hazardous waste generator and will be responsible for the legal transport and disposal of all hazardous waste. No containers or trash will be left in any building or on any job site.
- (5) The Contractor shall not disturb or damage any existing pipe lagging or equipment insulation or other asbestos material on the job site. If any asbestos material is disturbed or damaged, the Contractor shall immediately notify the City, and the situation will be considered an "asbestos release" under State and Federal Regulations. The job will be shut down immediately until all appropriate State and Federal notifications have been completed and all testing completed to determine if any asbestos fibers have been released.
- (6) Violation of any of the above procedures shall be sufficient cause for the City to stop all work. Any expense incurred by the City caused by the work stoppage will be borne by the Contractor. These expenses will include all costs to return the job site and all other areas contaminated by the Contractor to a hazard-free condition.

- (7) The Contractor will be solely responsible for all the costs, including fines and penalties, for the investigation and cleanup of any suspected hazardous materials the Contractor used, left on the job site, or dumped down a City drain or sewer, and any damage to property and/or injury to any person.

SECTION 9. DESCRIPTION OF WORK

The work consists, in general, of removing and replacing raised sidewalks and driveways and the construction of wheelchair ramps. It also involves the removal and replacement of concrete curbs and gutters and the removal and replacement of asphalt concrete pavement, miscellaneous landscaping work, and other details not mentioned above that are required by the plans, Standard Specifications, or these special provisions.

SECTION 10. CONSTRUCTION DETAILS

SECTION 10-1. GENERAL

10-1.01 Order of Work

Order of work shall conform to the provisions in Section 5-1.05, "Order of Work" of the Standard Specifications and these special provisions.

The first order of work shall be to place an order for the required number of trees, including a reasonable number of replacement plants. Within fifteen (15) working days after the contractor has received Notice to Proceed, a copy of the order showing the number and size of plants ordered, from whom ordered, and the anticipated date of delivery shall be filed with the Engineer. Plant substitutions shall receive prior approval of the Engineer. The City reserves the right to inspect and tag trees at the plant nursery prior to delivery of trees to the project site.

Three (3) days prior to the start of the work, the Contractor shall notify property owners of the repair work with a written notification in the form of door hanger. Door-hanger notification can be obtained from the Engineer. If due to unavoidable circumstances the contractor cannot start the work on the day shown on the notification, it is Contractor's responsibility to notify both property owner and the Engineer.

10-1.02 Project Schedule

Scheduling shall conform to the provisions in Section 8-1.04 "Progress Schedule" of the Standard Specifications and these special provisions. The Contractor shall submit a practical progress schedule to the City for review within **10 calendar days** after the Contractor has signed the contract or at the preconstruction meeting, whichever comes first. The schedule shall be prepared as a network diagram in Critical Path Method (CPM), PERT, or other format, or as otherwise specified in the contract. As a minimum, it shall provide information on the sequence of work activities, milestone dates, and activity duration. The Contractor shall also submit an electronic copy of the CPM using Microsoft Projects 2000 or compatible, to the City with the new submittal and updating of the CPM.

10-1.03 Construction Area Signs

The Contractor shall furnish, install, maintain, and remove all required construction area signs (temporary regulatory, temporary warning, or construction type) conforming to the current Manual of Traffic Controls of the State of California and in accordance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these Special

Provisions. Any special-legend signs required by the plans or specifications shall be furnished by the Contractor.

The Contractor shall notify Underground Services Alert, (800) 227-2600, at least 48 hours prior to commencing any excavation for construction area sign posts.

All excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes.

The base material of construction area signs shall not be plywood.

Upon removal of construction signs, any damage to existing facilities resulting from the Contractor's operations shall be repaired or replaced in kind at the Contractor's expense. The repair or replacement shall be to the satisfaction of the Engineer and no additional compensation will be allowed therefor.

Contractor shall be responsible for furnishing and posting all Temporary "No Parking" signs. Temporary No Parking signs shall conform to the requirements as shown in Exhibit D and as specified in these Special Provisions. Signs shall be 12 inches by 18 inches in size, red and white in color and made of poly-coated cardboard. Signs may be purchased from Flash Safety Co, Inc. located at 640 Mcclary Ave, Oakland, CA 94621 (510) 836-0861, Bay Area Barricade Service, Inc. located at 1861 Arnold Industrial Way #1, Concord, CA 94520 (925) 686-1089, or any other supplier that furnishes approved equivalent signs.

Temporary "No Parking" signs shall be posted per the instructions below:

1. Signs must be posted at no greater than 50 foot intervals at least 72 hours prior to effective time of parking restriction. Signs shall be affixed to a Contractor's barricade avoiding covering any numbers and letters, and shall NOT be affixed to trees, telephone poles, street signs, hydrants, or any other facility not owned by the Contractor.
2. Effective Days, Dates and Hours shall be clearly indicated on each sign posted. Tape shall not be used to revise information on front of signs.
3. Contractor's encroachment permit number or City project number shall be clearly indicated at the bottom of each sign posted.
4. Parking shall not be restricted for periods of time when no work is performed.
5. Upon completion of the project, signs shall be properly disposed of by the Contractor.

Full compensation for furnishing, installing, and maintaining the Construction Area Signs, including Temporary "No Parking" signs, shall be considered as included in the contract lump sum price paid for Traffic Control and no additional compensation will be allowed therefor.

10-1.04 Maintaining Traffic

Attention is directed to Sections 7-1.08, "Public Convenience," 7-1.09, "Public Safety," and 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from his responsibility as provided in said Section 7-1.09.

A. STANDARD REQUIREMENTS:

- (1) "No Parking" signs must be posted at no greater than 50 foot intervals at least 72 hours but no more than four days prior to effective time of parking restriction. Contractor must clearly indicate on the signs the day, date(s), and hours that "No Parking" is necessary.

- (2) Adequate traffic warning and control devices shall be provided and maintained by the Contractor during the contract period, in accordance with the current "Manual of Traffic Controls for Construction and Maintenance Work Zones," issued by the State Department of Transportation. When inadequate traffic warning and control devices have been installed, the City shall provide whatever facilities are deemed necessary and will charge the Contractor for the costs thereof, as provided in Chapter 7, Article 2 of the Hayward Municipal Code.
- (3) Personal vehicles of the Contractor's employees shall not be parked on the traveled way at any time, including any section closed to public traffic. When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic. Safe and convenient pedestrian access shall be provided, at all times.
- (4) Flaggers are mandatory at locations where equipment is intermittently blocking a traffic lane, or where only one lane is available for two-directional traffic. One flagger is required for each direction of traffic affected where only one lane is available for over 100 feet, or when required by the Engineer. When less than 20 feet of street width is available for two-directional traffic, one lane control shall be imposed with appropriate flaggers. Flaggers shall wear approved distinctive clothing.
- (5) The contractor shall cooperate with local authorities relative to handling traffic through the area and shall make their own arrangements relative to keeping the working area clear of parked vehicles. Police services for towing away vehicles parked at locations posted for No Parking are available upon request and shall be coordinated by the Contractor through the City of Hayward Police Department, Traffic Division, (510) 293-7011. The police department will make every effort to respond in a timely manner. However, response time will vary and may not occur in the same day, in which case, the Contractor shall reschedule or work around the affected area. No additional compensation will be made for the failure of the police department to tow-away any vehicle(s) or object(s) in No Parking locations. If the Contractor's controlling operation has been affected as a result of rescheduling or working around the affected area, additional working day(s) may be added to the contract, and must be requested in writing by the Contractor and approved by the Engineer.
- (6) Police services for traffic control are available upon request and shall be coordinated through the City of Hayward Police Department, Traffic Division, 293-7011, 48 hours in advance. If excessive traffic congestion occurs at any time during the period of project construction due to the neglect of the contractor to provide adequate controls, the Engineer will arrange the services of the Police Department. The traffic control services of the Police Department shall be at the Contractor's expense.
- (7) On all streets, the full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays, and designated legal holidays, after 4:00 p.m. on Fridays, and when construction operations are not actively in progress. Any exceptions will be described in the "Special Requirements" of this Section.
- (8) For the purpose of maintaining traffic, designated legal holidays mentioned above are: January 1st, the third Monday in January, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, November 11th, Thanksgiving Day and December 25th. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When November 11th falls on a Saturday, the proceeding Friday shall be a designated legal holiday.

B. SPECIAL REQUIREMENTS

- 1) Traffic control for lane closure shall conform to the details shown on the State Standard Plans T 11 to T 13, copies of which is attached at the end of Section 11 of these Special Provisions”,
- (2) Traffic lane closure for this project is limited from 9:00 a.m. to 3:30 p.m., Monday through Friday, except designated legal holidays on all streets.
- (3) On all streets at least one through lane in each direction, each not less than 11 feet wide, shall be kept open for use by public traffic.
- (4) Temporary Traffic Control Signs are required for this project.

The Contractor shall furnish, install, maintain, and remove, when no longer required, a “ROAD WORK AHEAD” Sign W20-1 and an “END ROAD WORK” Sign G20-2 for each direction on all streets and all crossing streets and side streets during the construction of the project. The signs and installations shall conform to the details and requirements shown on Standard Plans T-11 through T-13. The W20-1 signs shall be installed in the sidewalk areas, a minimum 200 feet from the work area and as directed by the Engineer.

- (5) Pedestrian control for sidewalk closure shall conform to the detail PC1 attached at the end of Section 11 of these Special Provisions.

The Contractor’s attention is also directed to the requirements for contractor’s operating hours summarized in Section “Inspection,” elsewhere in these special provisions.

Full compensation for conforming to the above requirements for maintaining traffic, including flagging cost, except the items specified or listed in the Bid Sheet as a separate contract item, shall be considered as included in the contract prices paid for the various items of work requiring traffic control and construction area signs, and no additional compensation will be allowed therefor.

10-1.05 Construction & Demolition Debris Recycling

The Contractor is required to recycle **ALL** construction and demolition (C&D) debris generated as a result of the project. This section provides the information needed to comply with this requirement.

The Contractor shall submit a Construction & Demolition (C&D) Debris Recycling Statement **Exhibit A** to the Engineer not less than 10 days prior to beginning any work that will generate C&D debris. Within 5 days of receipt of Exhibit A from the Engineer, the City’s Solid Waste Manager will review **Exhibit A**, indicate whether **Exhibit A** is approved or not approved, and return it to the Engineer. Until **Exhibit A** is approved, Contractor shall not arrange for any containers from a recycling or disposal facility to be delivered to the project site, nor remove any C&D debris from the project site.

Exhibit A requires an estimate of all waste that will be removed from the project site, whether that waste will be recycled, salvaged, or landfilled, and the facility that will receive each of the materials. The Contractor may change the vendors listed in the approved **Exhibit A** at any time after the project starts, provided that **ALL C&D debris is still recycled or salvaged**, in accordance with the previous approval. All revisions to **Exhibit A** must be re-submitted for review by the Solid Waste Manager. Review will be completed within 5 days of receipt.

Accumulating clean loads of separated concrete, asphalt, dirt, metals, wood, etc. should be evaluated as the preferred processing method since fees for recycling separated materials are generally cheaper than recycling loads of mixed C&D debris (e.g., commingled wood, roofing,

metals, green waste, etc.) However, space and time constraints may not allow for optimum source separation of materials and it may be necessary to remove mixed loads of C&D debris. Refer to the Builders' Guide to Reuse & Recycling (included in the bid package) to assist in selecting a vendor(s) for various types of materials. **If C&D debris is combined for recycling, one of the five facilities listed below must be used.** The Contractor shall contact these facilities prior to completing **Exhibit A** to confirm arrangements and ensure acceptability of materials generated by the Contractor. It is the Contractor's responsibility to determine which facility accepts what type of separated or mixed C&D debris prior to completing and submitting **Exhibit A** to the City.

During the project, the Contractor shall keep a copy of all weight tags for records. At the end of the project, the Contractor is also required to submit a Construction & Demolition Debris Recycling Summary Report, **Exhibit B**, with weight tags, to the Engineer to document compliance with this requirement. The project name, number, City of Hayward as jurisdiction of origin, and tonnage or cubic yards shall be shown on all weight tags. **Exhibit B** must be approved by the City's Solid Waste Manager before the Final Construction Report can be written and the retention release process can be started. Exhibits A and B are included at the end of Section 10 of these special provisions.

City contacts for specific questions regarding completing Exhibits A or B:

- Vera Dahle-Lacaze, (510) 583-4725; fax: (510) 583-3610

The contract lump sum price paid for the Recycling Implementation shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for implementing the above recycling requirements, including the work required to segregate C&D debris, stockpiling, container rental cost and fees required by recycling facilities, as specified in these special provisions and as directed by the Engineer, and no additional compensation will be allowed therefore.

Authorized Recycling Facilities for Mixed Loads of C&D Debris

Waste Management of Alameda County (East end of Davis Street off I-880)

2615 Davis Street, San Leandro, CA 94577

Recycling Debris Container Orders: (510) 613-8740

Self-Haul Information: (510) 638-2303

- Only materials directed to the materials recovery facility and coded as "Construction Debris/Recycled" will be eligible for rebates.

Marin Resource Recovery Center (close to Richmond/San Rafael Bridge)

565 Jacoby Street, San Rafael, CA 94901

Beverly Wilhelm; (415) 485-5647

- No containers provided

- All materials must be self-hauled to facility.

- Facility is indoors – limitations may apply to the number and size of loads that can be accommodated. Call ahead to arrange deliveries.

Newby Island Landfill

1601 Dixon Landing Road, San Jose, CA

(408) 262-1401

- No containers provided

- All materials must be self-hauled to facility.

- Only materials coded as "CST2" at the scale house will be eligible for rebates.

Sanitary Fill Company (Off 101 opposite 3 Com/Candlestick Park)

501 Tunnel Avenue, San Francisco, CA 94134

Gary Ashbrook; (415) 330-1400

- No containers provided
- All materials must be self-hauled to facility.
- Special arrangements can be made for delivery 7 days per week, 24 hours per day.
- Large end-dump trailers are discouraged due to space constraints.
- Be sure to deliver materials to the recycling area and not into the refuse transfer pit.

Zanker Road Landfill (Off 237 at Zanker Road; see website www.z-best.com for directions)
 705 Los Esteros Road, San Jose, CA 95134
 Randy Harold; (408) 263-2384

- No containers provided
- All materials must be self-hauled to facility.
- Debris from large demolition projects preferred

10-1.06 Progress Schedule

Progress schedules will be required for this contract and shall conform to the provisions in Section 8-1.04, "Progress Schedule," of the Standard Specifications and these special provisions. Prior to the pre-construction conference, a practical progress schedule shall be submitted by the Contractor to the Engineer for discussion at the pre-construction conference and for the Engineer's review. This schedule will also include the order of work throughout the scheduled day.

A complete list of the streets where sidewalks to be rehabilitated, wheelchair ramps to be constructed, trees and tree stumps to be removed for each day of work shall be submitted by the Contractor to the Engineer for review at least five working days prior to the start of work. This schedule will also include the order of work throughout the scheduled day.

10-1.07 Obstructions

Attention is directed to Sections 8-1.10, "Utility and Non-Highway Facilities," and 15, "Existing Highway Facilities," of the Standard Specifications and these special provisions.

Five (5) working days prior to the start of work, the Contractor shall request the respective utilities to mark the appropriate locations of their facilities.

Prior to any underground excavation, one (1) foot or more in depth, the Underground Services Alert (800) 642-2444, shall be notified by the Contractor by telephone at least 48 hours prior to the beginning of each excavation.

The following utilities have facilities within the limits of work:

PG& E	Electric
PG& E.	Gas
City of Hayward	Water
City of Hayward	Sewer
AT&T	Telephone
Comcast	Cable TV

The contractor's attention is directed to the existence of certain underground facilities that may require special precautions that shall be taken by the contractor to protect the health, safety and welfare of workmen and of the public. Facilities requiring special precautions include, but are not limited to, fuel storage tanks, telephone ducts, gas lines and underground electrical cables.

In the event that water services are broken or damaged between the meter and the point of service, the Contractor shall IMMEDIATELY, at his own expense, repair such damage, in a manner satisfactory to the Engineer, in order that the water supply will be interrupted for a minimum period

of time. If such interruption is sustained, it shall be the contractor's responsibility to notify the occupants of the premises to which said services are connected, so that no damage will occur on said premises. Whenever damage is done to water meters, services between the main and said meters, fire hydrants, or other appurtenances, the City Water Department forces shall make such needed repairs, and the cost thereof shall be borne by the Contractor.

10-1.08 Dust Control

Dust control shall conform to the provisions in Section 10, "Dust Control," of the Standard Specifications and these special provisions.

Full compensation for applying water to control dust will be considered as included in the prices paid for the various items of work involved and no additional compensation will be allowed therefor.

10-1.09 Watering

Watering shall conform to the provisions in Section 17, "Watering," of the Standard Specifications and these special provisions.

Water is available from the City of Hayward fire hydrants at or near the site of work. The Contractor shall make application to the Hayward Water Department and make payment of the appropriate fee or deposit for a construction water meter. The Contractor shall meter all water taken from the Hayward Water System and pay the current rates for water consumed. The Contractor shall pay to the City of Hayward the sum of \$100.00 per day for each and every calendar day that water from the fire hydrants is used without a construction water meter.

10-1.10 Existing Highway Facilities

The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, "Existing Highway Facilities," of the Standard Specifications and Section 10-1.21 "Planter Area Improvement Replacement" of these special provisions.

Existing underground irrigation systems, damaged or removed during construction shall be restored within 48 hours of the first destruction or removal in order to be functional outside the limits of the transitions. The Contractor shall be responsible for all damage to existing vegetation to remain due to lack of irrigation or flow from broken irrigation lines.

All materials shall be new and the best quality available unless otherwise specified. All materials shall be clearly marked by manufacturer on all material, containers, or certificates of contents for inspection.

Plastic pipe and fittings shall be polyvinyl chloride Schedule 40 (CS207-60) or Class 315 (CS256-63) PVC. Solvent weld fittings, if used, shall be Schedule 40. Solvent for piping shall be as recommended by manufacturer. All pipes shall be clearly labeled with manufacturer type and specification numbers.

The contract unit price paid per linear foot for Irrigation Pipe and Sprinkler Heads shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all work included in relocating or modifying any irrigation system as specified in these special provisions, and as directed by the Engineer and no additional compensation will be allowed therefor.

10-1.11 Removal and Disposal of Portland Cement Concrete, Exposed Aggregate Concrete, Asphalt Concrete, and Brick Tiles

Existing Portland cement concrete, exposed aggregate concrete, asphalt concrete, and brick tiles to be removed shall become the property of the Contractor. These removed materials shall be disposed of outside the highway right of way, in accordance with the provisions in Section 7-1.13, "Disposal of Materials outside the Highway Right of Way," of the Standard Specifications and section 10-1.05 Construction & Demolition Debris Recycling of these Special Provisions.

Where no joint exists between the concrete to be removed and the concrete to remain in place, the concrete shall be cut in a neat line to a minimum depth of 0.17 foot, with a power-driven saw, before the concrete is removed. Cut concrete shall be removed without damaging the concrete that is to remain in place, or any other structures or improvements adjacent to the cut concrete. Damage to concrete, which is to remain in place or damage to any adjacent existing structure or improvement, shall be repaired to a condition satisfactory to the Engineer. Repairing or removing and replacing structures, improvements, and/or the concrete to remain in place, that are damaged outside the limits of concrete to be replaced, shall be at the Contractor's expense and will not be measured nor paid for.

Where existing trees are to remain, the removal of existing pavement shall include additional precautions. The concrete shall be broken into manageable pieces with a pick or pneumatic jackhammer. Neither a loader bucket nor loader mounted hydraulic equipment (backhoe, jackhammer, etc.) shall be used for concrete removal. The broken concrete shall be removed from the existing area by hand. Loaders and other wheeled or tracked power equipment shall remain on undisturbed pavement. Base rock where roots are present shall not be removed except under the direction of the Arborist.

The outline of the asphalt concrete to be removed shall be cut with a power-driven saw or a grinder to a depth of not less than 0.15 foot before removing the surfacing. Surfacing and base shall be removed without damage to surfacing that is to remain in place. Damage to pavement, which is to remain in place, shall be repaired to a condition satisfactory to the Engineer. The damaged pavement shall be removed and replaced with new asphalt concrete if ordered by the Engineer. Repairing or removing and replacing pavement damaged outside the limits of pavement to be replaced, shall be at the Contractor's expense and will not be measured nor paid for.

Utility boxes, water meter boxes, street signs, roadside signs, and any other materials that are obstructing the construction work shall be salvaged and reinstalled by the Contractor. The Contractor, at his expense shall repair materials to be salvaged that are damaged as a result of the Contractor's operations to the satisfaction of the Engineer. Facility reference markings that are destroyed or disturbed shall be replaced in conformance with City Standard Detail SD-222.

Full compensation for salvaging and reinstalling utility boxes, meter boxes, street signs, traffic signs, and any other materials shall be considered as included in the contract prices paid for the various contract items of work requiring the salvaging and reinstalling utility boxes, meter boxes, street signs, traffic signs, and any other materials, and no additional compensation will be allowed therefor.

Removal of Portland cement concrete, exposed aggregate concrete, asphalt concrete, and brick tiles outside of the sidewalk area will be measured by the square foot and paid for as Remove Plain or Exposed Aggregate Concrete and Brick Tile (see section 10-1.20 "Back of Sidewalk and Planter Area Improvement Replacement.")

Full compensation for removing and disposing the concrete in areas where new concrete sidewalk will be installed, including the concrete saw-cuttings, and replacing facility markings, shall be

considered as included in the contract prices paid for Remove and Replace Concrete Sidewalk for work requiring the removal of the concrete, and no additional compensation will be allowed therefor.

Full compensation for cutting, removing, and disposing of the Portland Cement Concrete and asphalt concrete in areas where new concrete sidewalk will be installed shall be considered as included in the contract prices paid for Remove and Replace Concrete Sidewalk for work requiring the removal of the asphalt concrete, and no additional compensation will be allowed therefor.

Full compensation for cutting, removing, and disposing of the concrete in areas where new concrete curb ramps will be installed shall be considered as included in the contract prices paid for Concrete Curb Ramp & Adjacent Sidewalk and no additional compensation will be allowed therefor.

10-1.12 Earthwork

Earthwork shall conform to the provisions in Section 19, "Earthwork," of the Standard Specifications, the Standard Detail SD-107 and these special provisions.

All tree roots shall be removed under the sections to be excavated for sidewalk, driveway, curb ramps, curb, and gutter repairs, including tree roots under the section of the asphalt concrete pavement to be repaired. The depth of tree roots removal shall be at least 18 inches from the proposed top of grade of the new sidewalk, driveway, asphalt concrete pavement, curb ramps, curb, and gutter. All open holes shall be adequately barricaded, at all times, and shall have flashing beacons at night. It is the Contractor's responsibility to provide safe and convenient pedestrian access at all time.

Surplus excavated material shall become the property of the Contractor and shall be disposed of outside the highway right of way in accordance with the provisions on Section 7-1.13, "Disposal of Material outside the Highway Right of Way," of the Standard Specifications.

Full compensation for conforming to the above requirements shall be considered as included in the contract unit prices paid for the various items of work and no separate payment will be made therefor.

10-1.13 Asphalt Concrete (Type "A")

Asphalt concrete shall be "Type A" and shall conform to the provisions in Section 39, "Asphalt Concrete," of the Standard Specifications and these special provisions. Asphalt concrete shall be produced from quality virgin materials.

The asphalt concrete shall conform to the following requirements:

1. Asphalt concrete shall be produced at a central mixing plant.
2. Aggregate shall conform to the ½ inch maximum, medium grading specified in Section 39-2.02, "Aggregate," of the Standard Specifications.
3. The amount of asphalt binder to be mixed with the aggregate shall be between 4 percent and 7 percent by weight of the dry aggregate.
4. Spreading and compacting shall be performed by methods that will produce an asphalt concrete surfacing of uniform smoothness, texture, and density.
5. Asphalt concrete shall be compacted to relative compaction of not less than 95 percent.

10-1.14 Full Depth Asphalt Concrete Conform

Attention is directed to Section 10-1.01, "Order of Work," and Section 4, "Beginning of Work, Time of Completion and Liquidated Damages," of these special provisions on the minimum number of days for the Contractor to finish the work on each property and the penalty imposed for each and every calendar day's delay.

This work shall consist of removing existing asphalt concrete surfacing, any foreign matter and loose particles, and replacing with new subbase and asphalt concrete as shown on the plans and in accordance with these special provisions.

The locations and approximate sizes of areas to be repaired are listed on the tables in the plans. Any increase to these limits, or the quantities shown on the proposal, requires a written notification and approval by the Engineer.

The outline of the asphalt concrete to be removed shall be cut with a power-driven saw or a grinder to a depth of not less than 0.15 foot before removing the surfacing. Surfacing and base shall be removed without damage to the surfacing that is to remain in place. Damage to pavement that is to remain in place shall be repaired to a condition satisfactory to the Engineer. The damaged pavement shall be removed and replaced with new asphalt concrete, if ordered by the Engineer. Repairing or removing and replacing pavement damaged outside the limits of pavement to be replaced, shall be at the Contractor's expense and will not be measured nor paid for.

The Contractor shall remove existing asphalt surfacing and base rock to the required depth and thoroughly compact the top six inches of subgrade to 95% relative compaction. The edges of the existing asphalt surfaces shall be trimmed in a neat line. A paint binder of asphaltic emulsion (SS-1h) shall be applied to all trimmed asphalt concrete edges. Asphalt concrete for deep lift repairs shall be installed and compacted in layers not more than 0.25 feet nor less than 0.15 feet in compacted thickness. The finished surface shall match the existing pavement and no depressions shall be allowed. Areas of the base material that are low as a result of over excavation shall be filled with asphalt concrete at the expense of the Contractor.

Materials removed shall be disposed of outside the street Right-of-Way in accordance with the provisions in Section 7-1.13, "Disposal of Material outside the Highway Right-of-Way," of the Standard Specifications.

The Contractor shall exercise caution when working around existing facilities. All asphalt concrete above concrete collars shall be removed. Concrete collars around boxes and manhole frames shall remain in place. Any concrete collars, boxes, or monuments damaged by the Contractor during his operations shall be replaced in kind at the Contractor's expense and no additional compensation will be allowed therefor.

Full depth asphalt concrete conform will be measured and paid for by the square foot. Measurement of repairs will be done after cutting and before actual dig out is performed.

The contract unit price paid per square foot for 6-Inch Deep AC Conform shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, including excavation, root removal, backfilling, compaction, cutting or grinding, paint binder, and asphalt concrete (Type A), and for doing all the work necessary for 6-Inch Deep AC Conform complete in place, as shown in the plans and as herein specified, and as directed by the Engineer and no additional compensation will be allowed therefor.

10-1.15 Aggregate Subbase

Aggregate subbase shall be Class 2 and shall conform to the provisions in Section 25 of the Standard Specifications and these special provisions. Aggregate may include material processed from Portland cement concrete, lean concrete base, cement treated base, or a combination of any of these materials.

Aggregate subbase shall be placed and compacted according to Standard Details SD-107 and SD-108. The Contractor shall be responsible for the costs of all the tests where the test results do not meet the requirements.

Full compensation for furnishing and placing Class 2 aggregate subbase backfill under the sidewalks, driveways, ramps, curbs and gutters shall be considered as included in the price paid for the various contract items of work involved and no additional compensation will be allowed therefor.

10-1.16 Portland Cement Concrete

Portland cement concrete shall conform to the provisions in Section 90, "Portland Cement Concrete," of the 2006 Standard Specifications. The concrete Classes A, B, C and D as specified in the City of Hayward Standard Details 2008, project plans, miscellaneous specifications related to this project, and these Special Provisions, shall be redefined using the Standard Specifications for Portland Cement Concrete designations as follows:

City 2008 Standard Details, Project Plans and Special Provisions		Caltrans 2006 Standard Specifications	
Concrete Class	Min. Cement Content (lb/cy)	Concrete Class	Min. Cement Content (lb/cy)
Class A (6-sack mix)	564	Class 2	590
Class B (5-sack mix)	470	Class 3 or Minor Concrete	470 to 550 *
Class C (4-sack mix)	376	Class 4	420
Class D (7-sack mix)	658	Class 1	675

* Varies depending on concrete work and as specified by the Engineer.

Concrete classes other than those defined above shall conform to the requirements specified in Section 90, "Portland Cement Concrete," of the 2006 Standard Specifications.

10-1.17 Minor Concrete Construction

Minor Concrete for curb, gutter, sidewalk, curb ramps, and driveways construction shall conform to the provisions in Section 73, "Concrete Curbs and Sidewalks," of the Standard Specifications, plans, all applicable City Standard Details, and these special provisions. The curing of concrete shall conform to the methods in Section 90-10, "Minor Concrete," of the Standard Specifications.

Portland cement concrete for miscellaneous concrete construction shall be Minor Concrete and shall contain not less than 470 pounds of Portland cement, except as specified elsewhere in these special provisions, and one (1) pound of lampblack per cubic yard of concrete.

If the Contractor elects to use the curing compound method for curing concrete for curb, gutter, sidewalk, driveways, and curb ramps, the curing compound shall be curing compound "F" conforming to the provisions in Section 90-7.01B, "Curing Compound Method," of the Standard Specifications.

The curing compound shall be applied in a manner that will provide a complete coating of all exposed faces of the concrete surface. If directed by the Engineer, the Contractor shall add admixtures to the concrete mix as necessary to accelerate the rate of strength development.

Full compensation for adding lampblack to the concrete mixture including adding admixtures to the concrete mix as necessary, furnishing and installing expansion joints, and furnishing and compacting the Class 2 aggregate subbase under the curb and gutter, curb ramps sidewalk and driveways, shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

Curb expansion joints shall be constructed at all locations where expansion joints existed before removal of concrete and as stated in Standard Detail SD-107 and as shown in Standard Details SD-108 and SD-109. Replaced concrete structures (sidewalks, ramps, driveways, curbs and gutters) shall be on a straight grade between existing adjacent concrete structures, unless otherwise noted.

The locations and approximate sizes of areas to be removed and replaced are listed on the tables in the plans and are marked in the field. **Any increases to these limits or the quantities shown on the proposal require a written change order approved by the Engineer.**

After the removal of the concrete, all tree roots shall be removed as indicated in Section 10-1.12, "Earthwork," of these Special Provisions. The existing top six (6) inches of aggregate and native material shall be removed and shall be backfilled and compacted with aggregate subbase as shown on the Standard Details SD-107, SD-108, and SD-109. Existing aggregate subbase can be used and recompacted only upon the approval and direction of the Engineer.

All form boards to be used along the back of curb and along the front and back of sidewalk or wheelchair ramp shall extend the full depth of the structures. Concrete shall not be allowed to enter into the root-pruning trench. If there are no expansion joints at the limit of concrete to be removed (sidewalks, ramps, curb and gutters), the Contractor shall sawcut the outline of the concrete to be removed. The concrete shall be removed without damaging the concrete that is to remain in place. Any damage to the concrete surface to remain shall be repaired or replaced to a condition satisfactory to the Engineer and shall be at the Contractor's expense.

Where new concrete is to be placed against existing concrete and at construction or cold joints, No. 3 steel dowels at 3-foot intervals shall be embedded into 3/8" holes drilled into the existing concrete no less than six(6) inches deep. A minimum of 2 dowels will be required at transverse joints in sidewalks.

1. Concrete Curb and Gutter, Retaining Curb, New Construction or Replacement

Miscellaneous concrete construction for curb and gutter shall conform to City Standard Details SD-107 and SD-108 and these special provisions. A 12" dowel shall be installed between new and existing curb.

Curb and gutter depressions at driveways and concrete curb and 18" wide gutter to be replaced will be measured by the lineal foot and paid for as Remove and Replace Standard Concrete Curb and 18" Gutter. Concrete curb and 24" wide gutter to be replaced will be measured by the lineal foot and paid for as Remove and Replace Concrete Curb and 24"

Gutter. Concrete curb and 48" wide gutter to be replaced will be measured by the lineal foot and paid for as Remove and Replace Concrete Curb and 48" Gutter. The contract unit price paid per linear foot for Remove and Replace Standard Concrete Curb and Gutter of various width shall include full compensation for furnishing all labor, materials, tools and equipment, and for doing all the work involved in replacing existing and/or constructing new curb and gutter depressions at driveways and retaining curb including subgrade preparation, furnishing and compacting aggregate subbase, setting forms and adhesive, furnishing and installing dowels, epoxy, reinforcing steel, cleaning of existing steel dowels, and for all other work involved in installing the curb and gutter and retaining curbs, complete in place, as shown on the plans and the City standard details and as herein specified and as directed by the Engineer and no additional compensation will be allowed therefor.

2. Concrete Sidewalk Replacement

Miscellaneous concrete construction for sidewalks shall conform to the City Standard Details SD-108 and these special provisions. The final surface of the sidewalk shall be broom-finished.

Conforms to concrete walkway and sidewalk will be considered as included in the contract price paid for Remove and Replace Concrete Concrete Sidewalk and no additional compensation will be allowed therefor. Existing concrete walkways and landscape materials outside of the City right-of-way shall be protected. Any damage caused by the Contractor's operations shall be repaired or replaced at the Contractor's expense.

Concrete sidewalk will be measured by the square foot and paid for as Remove and Replace Concrete Sidewalk.

The contract unit price paid per square foot for Remove and Replace Concrete Sidewalk shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in constructing the concrete sidewalk, complete in place, including subgrade preparation and compaction, furnishing and compacting aggregate subbase, setting forms, and adhesive, or reinforcing steel and dowels to anchor to existing sidewalk where applicable, applying sealant to cracked sidewalk, installing sidewalk conform behind back of new sidewalk, adjusting utility boxes to finished grade, and all other work involved in installing the sidewalk, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions and as directed by the Engineer and no additional compensation will be allowed therefor.

3. Driveways

At the locations directed by the Engineer, the Contractor shall construct half of the driveway at a time to allow ingress and egress. Where noted on the plans at private driveways and in conformity to the dimensions shown on the plans, Minor Concrete shall be placed on Class 2 aggregate subbase to form smooth conforms.

Concrete driveways and driveway conforms will be measured by the square foot and paid for as Remove and Replace Concrete Driveway and Conform.

The contract unit price paid per square foot for Remove and Replace Concrete Driveway and Conform, shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all work involved in constructing the concrete driveway, complete in place, including cutting, excavation, watering, subgrade preparation and compaction, furnishing and compacting aggregate subbase, setting forms, and adhesive, or reinforcing steel and dowels to anchor driveway and driveway conform to existing concrete, where applicable, and all other work involved in installing the driveway and conform, complete

in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions and as directed by the Engineer and no additional compensation will be allowed therefor.

4. Curb Ramps

Miscellaneous concrete construction for curb ramps also shall conform to the provisions in Section 4.7, "Curb Ramps," and Section 4.8, "Ramps," of the Americans with Disabilities Act Accessibility Guidelines (ADAAG), and City Standard Details SD-107 and SD-108 and these special provisions.

Locations as marked in the field indicate centerline of ramp and approximate limits only. **The contractor is responsible for verifying all slopes and grades and for precise layout of ramps and grooved border.**

Ramp slope may not exceed 8.33% (1:12). The cross slope of ramp surfaces shall be no greater than 2% (1:50).

If a curb ramp is located where pedestrians must walk across the ramp, or where it is not protected by handrails or guardrails, it shall have flared sides; the maximum slope of the flare shall be 10% (1:10).

The minimum width of a curb ramp shall be 48 inches, exclusive of flared sides. A level landing 4 feet deep shall be provided at the upper end of each curb ramp over its full width.

The surface of each curb ramp and its flared sides shall be stable, firm and slip resistant and shall be of contrasting finish from that of the adjacent sidewalk.

Transitions from ramps to walks, gutters, or streets shall be flush and free of abrupt changes.

Curb ramps at marked crossings shall be wholly contained within the markings, excluding any flared sides.

All curb ramps shall have a grooved border 12 inches wide at the level surface of the sidewalk along the top and each side approximately $\frac{3}{4}$ inch on center.

Each new curb ramp shall have a detectable warning that extends the full width and 3' depth of the curb ramp inside the grooved border. The finished surfaces of the detectable warning surface shall be free from blemishes.

Curb ramp detectable warning surface shall consist of raised truncated domes with a diameter of nominal 0.9 inch at the base tapering to 0.45 inch at the top, a height of nominal 0.2 inch and a center-to-center spacing of nominal 2.35 inches. Detectable warning surface shall be a prefabricated surface installed on the curb ramp. The color of the detectable warning surface shall be dark gray. Only approved detectable warning products approved by the State Architect shall be installed.

The detectable warning surface shall have the following physical characteristics:

1. Dimensions: Cast In Place Detectable/Tactile Warning Surface Tiles shall be held within the following dimensions and tolerances:

Length and Width: 36"x60" nominal

Depth: 1.375 (1-3/8") (+/-) 5% max.

Face Thickness: 0.1875 (1-3/8") (+/-) 5% max.

Warpage of Edge: 0.5% max.

Embedment Flange Spacing: shall be no greater than 3.1"

2. Water Absorption of Tile when tested by ASTM D 570 not to exceed 0.07%.

3. Slip Resistance of Tile when tested by ASTM C 1028 the combined Wet and Dry Static Co-Efficients of Friction not to be less than 1.18 on top of domes and field area.
4. Compressive Strength of Tile when tested by ASTM D 695 not to be less than 28,000 psi.
5. Tensile Strength of Tile when tested by ASTM D 638 not to be less than 11,600 psi.
6. Flexural Strength of Tile when tested by ASTM D 790 not to be less than 25,000 psi.
7. Chemical Stain Resistance of Tile when tested by ASTM D 1308 to withstand without discoloration or staining.
8. Abrasive Wear of Tile when tested by ASTM C 501 not to be less than 500.
9. Fire Resistance of Tile when tested to ASTM E 84-05 flame spread shall be less than 20.
10. Gardner Impact to Geometry "GE" of the standard when tested by ASTM D 5420-04 to have a mean failure energy expressed as a function of specimen thickness of not less than 550 in. lbf/in. A failure is noted when a crack is visible on either surface or when any brittle splitting is observed on the bottom plaque in the specimen.
11. Accelerated Weathering of Tile when tested by ASTM G 155-05a for 3000 hours shall exhibit the following result – $\Delta E < 5$, as well as no deterioration, fading or chalking of surface of tile Federal Color No. 33538.
12. Accelerated Aging and Freeze Thaw Test of Tile when tested to ASTM D 1037-99 shall show no evidence of cracking, delamination, warpage, checking, blistering, color change, loosening of tiles or other detrimental defects.
13. Salt Spray Performance of Tile when tested to ASTM B 117-03 not to show any deterioration or other defects after 200 hours of exposure.

Concrete Curb Ramp including retaining curb will be measured horizontally by the square foot and paid for as Concrete Curb Ramp. The contract unit price paid per square foot for Concrete Curb Ramp shall include full compensation for furnishing all labor, materials, tools and equipment, and for doing all the work involved in replacing existing and/or constructing new curb ramps and sidewalk expansion, including the excavation, removal and disposing of existing concrete, backfilling and compacting of earth and aggregate subbase, constructing new ramps and sidewalks including the removal and disposal of all removed concrete and asphalt concrete sidewalks and sidewalk conforms, furnishing and installing detectible warning surfaces, dowels, epoxy, reinforcing steel, cleaning of existing steel dowels, complete in place, as shown on the plans and the City standard details and as herein specified and as directed by the Engineer and no additional compensation will be allowed therefor.

10-1.18 Back of Wheelchair Ramp and Sidewalk Improvement Replacements

Where the improvements at the back of the wheelchair ramp or sidewalk interfere with the construction or are affected by the construction (e.g. shrubs over sidewalk, decorative brick edger cemented to sidewalk, irrigation pipe, sprinkler heads, etc.), the contractor shall replace in kind these improvements as closely as possible to the original conditions. Material and quantities of work shall be approved by the Engineer for each location prior to removing the existing improvements.

The extra work due to Back of Wheelchair Ramp and Sidewalk Improvement Replacements will be performed and paid for at a negotiated price on a force account basis in conformance with Section 9-1.03, "Force Account Payment", of the Standard Specifications

10-1.19 Grind AC Pavement

The work consists of milling off the asphalt concrete above the lip of gutter and along the edge of the pavement at new wheelchair ramps where indicated on the plans to provide a smooth transition from gutter to street.

The contract unit price paid for the square foot of Grind AC Pavement shall include full compensation for furnishing all labor, materials, tools, equipment, and for doing all work involved including disposal of debris, and cleaning the affected area due to the construction operations, complete in place as shown on the plans and as herein specified and as directed by the Engineer and no additional compensation will be allowed therefor.

10-1.20 Root Prune Existing Tree and Root Barrier Installation

Attention is directed to Sections 7-1.08, "Public Convenience, 7-1.09, "Public Safety," 7-1.11, "Preservation of Property," of the Standard Specifications and these special provisions.

All root pruning work shall be performed by a Class D49 or Class A and/or C8 licensed contractor under the supervision of a licensed arborist. Licensed arborists hired by the contractor shall be from the City-approved list of arborist provided below. If a Contractor or Arborist wishes to be included in the City-approved list below, the Arborist shall apply for pre-approval by submitting his or her Curriculum Vitae (CV) showing education and experience in tree survival after root pruning and tree protection during construction. The CV together with a formal request for inclusion in the City-approved list shall be submitted to the City Landscape Manager, Dan Nagle, by contacting him at (510) 583-8907. An Arborist can only be used for City projects after receiving approval from the City Landscape Manager. The bidder should ensure that such approval is sought and received prior to the bid opening. Otherwise, the bidder risks being denied the use of their preferred arborist.

Joe McNeil
3 Malten Court
Pleasant Hill, CA 94523
925-676-5232

Care of Trees (Torrey Young)
7800 Edgewater Drive
Oakland, CA 94621
(877) 206-4001

Ray Morneau
550 S. Shoreline Blvd.
Mountain View, CA 94041
650-964-7664

Walter Levison
Millbrae, CA
(650)697-0990

Hortscience
4125 Mohr Ave, Suite F
Pleasanton, CA 94566
925-484-0211

Certification must be verified, and the Arborist shall be responsible for all decisions made, and should visit the work sites daily. The Arborist will provide guidance on which roots may be cut and which must be preserved. In general, it is the City's objective to install the concrete improvements and also preserve the trees. The Arborist's primary role is **NOT** just to make a determination on what will happen to the tree if roots are cut, but to help guide the root pruning and concrete repair work with the goal of preserving the tree to the extent possible. The only times when trees will be allowed to be removed is when they are in eminent danger of falling and becoming a danger to the public or diseased to the point of non-recovery. The Arborist's recommendations may include the application of fertilization, soil amendment, a watering program, etc. However, the implementation of any arborist recommendation beyond root pruning, excavation and grading to bring the proposed concrete improvement to the appropriate level, general protection of the tree during construction

and general prudent care during installation of the concrete work shall be considered extra work to be compensated by a contract change order.

The contractor shall notify the Arborist of the work locations that have been or will be exposed and coordinate an inspection of the tree roots. Roots shall be cut cleanly using a handsaw, loppers or hand shears. Roots shall be cut cleanly prior to use of the backhoe or other excavator to remove material from the site. At no time is the backhoe or other excavator to be used to remove roots.

When tree roots are encountered which are not allowed to be pruned, the Contractor shall excavate only to the extent possible to allow the improvements to be replaced flush and conform with the existing improvements, and to remove the tripping hazard as directed by the Arborist.

Under the direction of the Arborist, tree roots shall be cut and removed to a maximum depth of twelve (12) inches below the level of finished grade of the aggregate base. Backfill with six (6) inches clean native backfill material free of organic matter and deleterious material. Wet and compact the aggregate base and the top six (6) inches of native sub-base to 90% maximum relative compaction.

If the arborist recommends against pruning roots of a particular tree, then the contractor shall perform one of two tasks as directed by the arborist and approved by the Engineer. The contractor shall be directed to (1) construct a concrete curb bend around the tree to keep construction outside of a designated area, or (2) construct the repairs on top of the roots without performing a root cut. Option (2) may require partial grinding of the tree root, and improvements being built directly on top of the tree roots with limited base rock placed on the tree root.

The contractor shall not perform deep (more than 12 inches) root pruning on both sides of a tree within a 12-month period without authorization from the Engineer due to the risk of causing the tree to fall. The Engineer shall provide historical information on which trees have been pruned in the past.

The following are prohibited in the pursuit of the Contractor's work when working near trees.

DO NOT:

- Secure cable, chain or rope to trees or shrubs.
- Discharge exhaust into foliage.
- Allow fires under and adjacent to trees or other plants.
- Cut, break, skin or bruise roots or branches.
- Store material, stockpile soil, park or drive vehicles within tree drip lines or in areas with plants.
- Allow run off or spillage of damaging materials in vicinity of root systems.

Root control barriers shall be installed on the tree side of the root-pruning trench at the locations and dimensions shown on the plans. The barriers shall be installed to ½ inch below finish grade and extend to a depth of 18 inches as shown on the plans. The root control barriers shall be either Copolymer Polypropylene or polyethylene in material with a minimum thickness of 0.08 inch. Root barriers shall be manufactured by either the Deep Root Company or Vespro, Inc. or approved equal. Sample material of the root barrier shall be submitted to the Landscape Maintenance Division for approval before installation. Barriers shall be installed in accordance with the manufacturer's recommendations. Prior to back filling the root-pruning trench, all concrete, base rock and debris shall be removed. Only then shall the trench be filled with the loose topsoil backfill. Topsoil shall conform to Section 20-2.01, "Topsoil" of the Standard Specifications.

Soil compaction shall be limited to the area where sidewalk, driveway, ramp, and curb and gutter will be replaced. Root pruning trench shall be firmly backfilled but not overly compacted. The root-pruning trench shall be backfilled with topsoil as soon as practicable.

Root control barriers shall extend into a maximum of 10' of the sidewalk replacement length on either side of the tree. Tree roots shall be pruned with a root-cutting machine, stump, or chain saw perpendicular to the root. The final cut on roots and/or root crowns shall be clean and smooth. Backhoe or similar construction equipment shall not be used for root pruning trees at any time. Contractor shall use approved root-cutting machine or equipment.

The root control barrier shall not be installed until the Arborist has inspected the root-cutting trench. If, in the opinion of the Arborist, the tree is in danger of falling, the contractor shall remove the tree prior to constructing the sidewalk and/or curb and gutter. The Contractor will be allowed a time extension for completing that particular sidewalk or curb and gutter replacement.

Root pruning of existing trees by Class D49 licensed contractor or Class A or C8 under supervision of a licensed arborist at each location will be measured by the unit price as paid for Roots Pruning at Various Locations By Class "D49" or "A" or "C8" Contractor under Supervision of an Arborist. The Contract unit price paid for root pruning each existing tree shall include full compensation for furnishing all labor, materials (including fertilizer and soil amendments as necessary), tools, equipment and incidentals and for doing all the work involved in root pruning, including root prune trenching, covering roots with wet burlap and backfilling of root pruning trenches with topsoil, and arborist report as shown on the plans and as herein specified and as directed by the Engineer and no additional compensation will be allowed therefor.

Root barriers installation will be measured by the lineal foot and paid for as Root Barrier Installation. The contract unit price paid per lineal foot for Root Barrier Installation shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in installing the root barrier, complete in place, as shown on the plans and as herein specified and as directed by the Engineer and no additional compensation will be allowed therefor.

10-1.21 Planter Area Improvement Replacement

Improvements include, but are not limited to Turf, Plain Concrete Paving, Exposed Aggregate Concrete Paving, Loose Brick/Tile Paving, Concreted Brick Tile Paving, Decorative Tile Paving, Decorative Stones, Decorative Brick Edger, Concrete Pads, Irrigation Pipe and Sprinkler Heads.

Turf (Sod) shall be placed in the areas designated on the plans as "Turf" and areas where existing sod is damaged in the planter area and along the back of sidewalk due to construction work.

Sod shall be "**Dwarf Fescue**." Sod shall be healthy field grown sod containing not more than ½ inch thick thatch. The age of the sod shall be not less than 8 months or more than 16 months and shall be grown in accordance with California Agricultural codes. The sod shall be free from disease, weeds, insects, and non-desirable types of grasses and clover. Soil upon which the sod has been grown shall contain less than 50 percent silt and clay. Soil shall be machine cut at a uniform soil thickness of 5/8±¼ inch, not including the top growth and thatch.

A Certificate of Compliance for the sod shall be furnished to the Engineer in accordance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications. Sod shall be protected with tarps or other protective covers during delivery and shall not be allowed to dry out neither during delivery nor before placement.

All weeds and debris shall be removed before cultivation of the areas to be planted and shall be disposed of outside the right-of-way in accordance with the provisions in Section 7-1.13 of the Standard Specifications. Areas to be planted with sod shall be cultivated, fine graded, rolled, graded to drain and shall be smooth and uniform prior to placing sod. Areas to be planted with sod adjacent to sidewalks, concrete headers, header boards, and other paved borders and surfaced areas shall be $1\frac{1}{2}\pm\frac{1}{4}$ inch below the top grade of such facilities after fine grading, rolling and settlement of the soil.

Sod shall be placed so that the ends of adjacent strips of sod are staggered a minimum of 2 feet. All edges and ends of sod shall be placed firmly against adjacent sod and against sidewalks, concrete headers, header boards, and other paved borders and surfaced areas. Soil amendment and fertilizer shall be applied with the requirements described elsewhere in these Special Provisions.

After placement of the sod, the entire sodded area shall be lightly rolled to eliminate air pockets and to ensure close contact with the soil. After rolling, the sodded areas shall be watered so that the soil is moistened to a minimum depth of 4 inches. Sod shall not be allowed to dry out.

Improvements in the planter area which interfere with root cutting, sidewalk replacement and curb and gutter replacement as well as driveway replacement shall be removed and/or salvaged as necessary to accomplish the root pruning, and replacing of sidewalk, driveway and curb and gutter. The removal shall not be greater than 12 inches in width from the front face of the sidewalk or back of curb, except that the removal of concrete paving (decorative or plain) shall extend to the full width of the planter. Any improvement to remain or to be preserved that is damaged by the Contractor shall be replaced at the Contractor's own expense.

After the sidewalks, driveways, curb ramps, curbs, and gutters have been replaced, the Contractor shall replace in kind the improvements in the planter area that have been removed or damaged by the removal work, as closely as possible to their original conditions. Also the salvaged improvements that are in good condition shall be reinstalled to their original place. These improvements are listed on the tables in the plans.

Removed concrete in the planter area including all damaged and surplus improvements shall be disposed of outside the Street Right-of-Way in accordance with the provisions in Section 7-1.13, "Disposal of Materials Outside the Highway Right-of-Way," of the Standard Specifications.

Plain or decorative concrete paving shall be three inches thick. Decorative Stones or brick shall match the existing decorative stones or brick in size and color. Decorative Stones shall be four inches thick.

The contract unit price paid per square foot of Turf (Sod) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in planting turf (sod), including cultivating, fine grading, rolling, and smoothing the planting areas, complete in place, as specified in the Standard Specifications and these Special Provisions and as directed by the Engineer and no additional compensation will be allowed therefor.

The contract unit price paid per square foot for Remove and Replace Plain or Exposed Aggregate Concrete and Brick Tile shall include full compensation for furnishing all labor, materials, tools and equipment, and for doing all the work involved in removing, hauling, and disposing of existing plain or exposed aggregate concrete and brick tile, backfilling and compacting of earth and aggregate subbase, constructing the new plain or exposed aggregate concrete and brick tile, complete in place, as shown on the plans and as herein specified and as directed by the Engineer and no additional compensation will be allowed therefor.

10-1.22 Tree Removal

Attention is directed to Section 7-1.08, "Public Convenience," Section 7-1.09, "Public Safety," Section 7-1.11, "Preservation of Property," and Section 7-1.13, "Disposal of Materials Outside the Highway Right of Way," of the Standard Specifications and these special provisions.

Contractor shall completely remove the street trees designated for removal on the plans. Tree removal shall include removing all tree branches, flushing the upper trunk down the stump, and removing the stump completely, including root flare and surface roots to a depth of 18 inches. Tree roots shall be removed within the sidewalk replacement area, driveway replacement area, planter area, curb and gutter replacement area, including the deep-lift Asphalt Concrete repair area to a minimum depth of 18 inches as shown on the plans "Typical Curb, Gutter and Sidewalk Replacement Detail." The limit of area for tree root removal shall be from the AC sawcut line to the back of sidewalk and the length of the sidewalk replacement area.

If the Engineer requests root removal within the planter area that is more than 12 inches beyond the above limits, the root removal shall be considered "Extraordinary Root Removal" and shall be paid for at the unit price for each Extraordinary Root Removal. All holes and depressions due to root removal as well as extraordinary root removal shall be backfilled and compacted with imported topsoil. Imported topsoil shall be in accordance to the requirements and descriptions specified under Section 10-1.26, "Tree Planting" of these Special Provisions and Section 20-2.01, "Topsoil" of the Standard Specifications. All tree work shall be in conformance with the safety standards of the American National Safety Institute and the CAL OSHA construction safety orders.

Two (2) days prior to the start of the tree removal work, the Contractor shall notify property owners of the work scheduled and necessary access restriction if any. The contractor shall perform the tree removal operations from an aerial lift truck and / or by climbing the tree with rope and saddle method. Tree workers shall be tied in with safety lines while operating the aerial lift and or climbing. Free climbing the tree is prohibited.

The Contractor shall exercise caution when working around existing facilities. Any damage to existing street trees that are not to be removed, to private properties, to overhead public utilities and / or to other public facilities resulting from the Contractor's operations shall be repaired or replaced in kind at the Contractor's expense. The repair or replacement shall be to the satisfaction of the Engineer and no additional compensation will be allowed therefor.

The utility company will perform any tree trimming around overhead power lines and/or poles with over 750 volts of power. The Contractor shall notify the Engineer of any tree trimming that will require coordination with the utility company. The Contractor shall perform the tree, stump, and root removal work in such a manner that underground utilities shall not be damaged. It is the Contractor's responsibility to verify actual location of utilities prior to the commencement of the work. The Contractor shall contact "Underground Service Alert" (USA) at 1-800-642-2444 at least 48 hours in advance of the work to be done. Physical verification of utility location shall be in conformance with Article 6 of the CAL/OSHA construction safety orders. All tree work shall be in conformance with Section Z-133.1 and Section A-300 of the American National Standard Institute and Article 12 of CAL/OSHA construction safety orders.

All tree branches, tree trunk sections and other tree parts removed including debris resulting from the tree removal operation shall be disposed of outside the street Right-of-Way in accordance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right -of-Way," of the Standard Specifications. At the end of each working day, the Contractor shall clean all areas occupied by him including private property, adjacent properties and public right -of-way of all debris, rubbish and excess materials caused by his work and operation.

The contract unit price paid per each Tree Removal shall include full compensation for furnishing all labor, materials, tools, equipment and for doing all work involved in tree removal, including removing all tree branches, flushing the upper tree trunk down the stump, removing the stump completely, removal of tree roots to a minimum depth of 18 inches below the ground surface within the work area, backfilling and compacting of imported topsoil, removal and disposal of all debris, rubbish, surplus materials, and cleaning the area affected by the Contractor's work and operation as shown on the plans, as specified in these special provisions, and as directed by the Engineer and a no additional compensation will be allowed therefor.

The contract unit price paid for each Extraordinary Root Removal shall include full compensation for furnishing all labor, materials, tools, equipment and for doing all the work involved in root removal when the Engineer requests root removal that is more than 12 inches beyond the standard limits including backfilling and compacting of imported topsoil, removal and disposal of all debris, rubbish, surplus materials and cleaning the affected area due to Contractor's work and operation as shown on the plans, as specified in these special provisions, and as directed by the Engineer and a no additional compensation will be allowed therefor.

10-1.23 Tree Trimming

Attention is directed to Section 7-1.08, "Public Convenience," Section 7-1.09, "Public Safety," Section 7-1.11, "Preservation of Property," and Section 7-1.13, "Disposal of Materials Outside the Highway Right of Way," of the Standard Specifications. The Contractor shall also comply with the Safety Standards of the American National Safety Institute and CAL OSHA Construction Safety Orders.

The professional tree trimmer who will perform the trimming work shall be under the direction of an arborist certified by the International Society of Arboriculture. The name of the company and the certification number shall be submitted to the Engineer five (5) days prior to the start of work. The tree trimming crew from the City of Hayward will trim two trees that are not part of this project, to establish the job standard prior to the start of the contract trimming. The Contractor shall submit to the Engineer the tree trimming schedule two weeks prior to start of work for the Landscape Maintenance Department to schedule trimming the two example trees.

The contractor shall only trim the trees 6 inches or greater in diameter measured at 54 inches above ground.

Balance tree trimming shall be done on each tree as indicated on the plans and as directed by the Engineer. The street trees shall be professionally trimmed with the following specifications:

All trimming/pruning shall be in conformance with the WCISA pruning standards and Section Z-133.1 and Section A-300 of the American National Standard Institute and Article 12 of CAL/OSHA construction safety orders.

Pollarding, stub cutting, or other pruning methods is prohibited.

Crossing, diseased, dead and dying branches shall be removed.

The Contractor shall reduce the "sail" or "windthrow" effect by removing approximately one-quarter to one-third of the existing growth. This could include reducing the overall tree crown by drop-crotching as directed by Arborist.

The Contractor shall alleviate narrow crotch angles where such narrow crotches give rise to branches which will likely break off in winter storms as a result of their weak attachment to the trees.

All final cuts shall be made just to the outside of the "shoulder rings" or "branch bark ridge" and shall not violate the ridge tissue. Flush cuts, stubbed cuts and ripped cuts are prohibited. Final cuts shall not be treated with a tree paint or sealing compound.

Trees shall be trimmed to enhanced structure, balance, safety, and health and aesthetic values.

All cuts shall be thinning cuts by removing a branch back to a side branch at least one-half ($\frac{1}{2}$) the diameter of the part removed (a 3-inch diameter branch cut back to $1\frac{1}{2}$ or larger size branch).

The contract unit price paid per each for Tree Trimming shall include full compensation for furnishing all labor, material, tools, equipment, and for doing all work involved in tree trimming, including but not limited to, traffic control, removal and disposal of all cut and/or removed tree branches and other tree parts, removal and disposal of all debris, rubbish, surplus materials, and cleaning the area affected by the Contractor's work and operation, as specified in these Special Provisions and as directed by the Engineer and no additional compensation will be allowed therefor.

10-1.24 Existing Tree Stump and Root Removal

Attention is directed to Section 7-1.08, "Public Convenience," Section 7-1.09, "Public Safety," Section 7-1.11, "Preservation of Property," and Section 7-1.13, "Disposal of Materials Outside the Highway Right of Way."

The contractor shall completely remove existing tree stumps including root flare and surface roots designated for removal on the plans. The roots shall be totally removed to a depth of at least 18 inches below the soil grade except in the case of utility conflict that warrants the removal of tree roots at a lesser depth. The stumps roots shall be removed within the sidewalk replacement area, driveway replacement area, parking strip area curb and gutter replacement area including the deep-lift AC repair area. The limits of area for stump and root removal shall be from the AC sawcut line to the back of sidewalk and the length of the sidewalk replacement area.

If the Engineer requests root removal within the planter area that is more than 12 inches beyond the above limits, the root removal shall be considered "Extraordinary Root Removal" and shall be paid for at the unit price for each Extraordinary Root Removal. All holes and depressions due to root removal as well as extraordinary root removal shall be backfilled and compacted with imported topsoil. Imported topsoil shall be in accordance to the requirements and descriptions specified under Section 10-1.26 "Tree Planting" of these Special Provisions and Section 20-2.01, "Topsoil" of the Standard Specifications.

The contractor shall comply with the following requirements for the tree stump and root removal:

- 1) Two days prior to the beginning of the work, the Contractor shall notify the Arborist and shall also notify property owner of the work to be done.
- 2) The Contractor shall take all necessary safety precautions to protect pedestrians and motorists traveling through and around the work area.
- 3) An unsafe condition is not allowed to remain at any time. It is the Contractor's responsibility to secure the area at his expense and without cost to the City, and to furnish all necessary protective measures such as barricades, lights, signs, and other devices to prevent accident or damage or injury to the public.
- 4) The Contractor shall take all necessary precautions to insure that equipment and work operations shall not cause damage to adjacent existing trees, paving, landscaping, irrigation

pipes and irrigation heads, buildings or structures, utility lines overhead and underground, and the public right-of-way improvements on and surrounding the work site.

- 5) Any damage to private properties, public utilities or other public facilities resulting from the Contractor's operation, shall be repaired or replaced by the Contractor to the satisfaction of the Engineer, at Contractor's expense and without cost to the City.
- 6) The Contractor shall perform the tree stump and root removal work in such a manner that underground utilities shall not be damaged. It is the Contractor's responsibility to verify actual location of utilities prior to the commencement of the work. The Contractor shall contact "Underground Service Alert" at 1-800-642-2444 at least 48 hours in advance of the work to be done. Physical verification of utility location shall be in conformance with Article 6 of the CAL/OSHA construction safety orders.
- 7) All tree work shall be in conformance with Section Z-133.1 and Section A-300 of the American National Standard Institute and Article 12 of CAL/OSHA construction safety orders.
- 8) Surplus stump grindings and other surplus material shall become the property of the Contractor and shall be disposed of outside the street right-of-way in accordance with the provisions in Section 7-1.13 of the Standard Specifications.
- 9) At the end of each working day, the Contractor shall clean all ground occupied by him including private property, adjacent properties and public right-of-way in connection with the work, of all rubbish and excess materials.
- 10) The stump grinding which is a combination of wood shaving and soil, where the soil portion is less than 50% shall be removed and replaced with topsoil. Grinding where the soil portion is over 50% shall be placed back in the planter area, and shall be compacted not more than 80% compaction. This can be achieved by using water-filled lawn roller or approved equal. The finished grade shall not be less than 0.5 inch below the top of the sidewalk and the top of the concrete curb. If the top of the compacted area settles more than 2 inches within 30 days after acceptance of work by the City, the Contractor shall add top soil and compact it back to within 0.5 inch below the top of sidewalk and top of curb.
- 11) The Contractor shall use imported topsoil consisting of fertile, friable soil of loamy character, and shall contain an amount of organic matter normal to the region. It shall be obtained from well-drained arable land and shall be free from subsoil, refuse, roots, heavy or stiff clay, stones, coarse sand, noxious seeds, sticks, brush, litter and other deleterious substances. Imported topsoil shall be capable of sustaining healthy plant life.

The contract unit price paid per each for Stump and Root Removal shall include full compensation for furnishing all labor, materials, tools, equipment and for doing all work involved in tree stump and roots removal including but not limited to, the removal and disposal of surplus stump grindings and surplus materials, backfilling and compacting the planter area within the limits of work, backfilling and compacting of imported topsoil, complete in place, and cleaning the area affected by the Contractor's work and operation as specified in these special provisions, and as directed by the Engineer and no additional compensation will be allowed therefor.

10-1.25 Soil Preparation

Provide incorporation of soil amendments, fertilizers and conditions in planted areas and fine grading.

SUBMITTALS: Furnish manufacturer's literature or laboratory analytical data for approval on the following items:

- A. Organic amendments
- B. Commercial fertilizers
- C. Provide agricultural analysis from an approved testing laboratory including pH, salinity, sodium hazard, boron hazard, lime content, organic matter, soil texture and available nutrient levels

JOB CONDITIONS:

- A. Store fertilizers and soil amendments in a dry place and protect from intrusion of moisture.
- B. Store products to protect them from damage and contamination and comply with manufacturer's storage instructions.
- C. Coordinate work with other work site.
- D. Inspect job for conditions which would prevent the execution of this work as specified. Do not proceed until such conditions are corrected.
- E. Do not permit trucks and vehicles to pass over curbs, sidewalks, paving, etc., unless adequately protected against damage.

SOIL AMENDMENTS: If compost is being used as a soil amendment and before delivery of the compost the contractor will submit a copy to the Engineer, of a lab analysis performed by a certified US Composting Council Compost Analysis Program (CAP) laboratory, using the approved Test Methods for the Evaluation of Composting and Compost (TMECC). Verifying current participation in CAP can be achieved by visiting www.compostingcouncil.org.

Contractor shall arrange and pay for soil testing by an accredited soils laboratory approved by the Engineer. Laboratories that participate in the North American Proficiency Testing Program (NAPT) are recommended. See www.usual.usu.edu/napt/ for participating laboratories. Test the existing site soil after demolition and rough grading operations are completed. Take samples from four site locations to be selected by the Arborist. Mark location of each sample on field set plan for reference and label each sample. Request that the laboratory make recommendations based on an 'organic' approach to soil and landscape management. Adjust the quantities of soil amendment and fertilizer per soil lab written report recommendations. Submit soil lab report and any proposed soil amendments and cost adjustments to the Engineer for written approval. After review and written approval by the Engineer, amend the soils according to said laboratory's recommendations. The approved soils laboratory recommendations shall be considered a part of this specification.

1. Organic Amendment: Compost shall be a well decomposed, stable, wee free organic matter source. The product shall be certified through the US Composting Council's (USCC) Seal of Testing Assurance Program (STA) (a compost testing and information disclosure program). It shall be derived from agricultural or food waste or yard trimmings. The product shall contain no substances toxic to plants, will posses no objectionable odors and shall no resemble the feedstock (the original materials from which it was derived). Before delivery of the compost, the supplier will submit a copy of lab analysis performed by a laboratory that is enrolled in the US Composting Council's CAP and using the approved Test Methods for the Evaluation of Composting and Compost (TMECC). The lab report shall verify.
 - A. Feedstock Materials shall be specified and include one or more of the following landscape/yard trimmings, grass clippings, food scraps, and agricultural crop residues.
 - B. Organic Matter Content: 50% - 60% by dry weight preferred, 35% - 70% acceptable.
 - C. Carbon and Nitrogen Ratio: C:N < 25:1 plus at least one measure of stability and at least one measure of toxicity.

- D. Maturity/Stability: shall have a dark brown color and a soil-like odor. Compost exhibiting a sour or putrid smell, containing recognizable grass or leaves, or is hot (120F) upon delivery or rewetting is not acceptable. In addition any one of the following is required to indicate stability
- | | |
|-------------------------|----------------------------------|
| a. Oxygen Test | <1.3 O ₂ /unit TS/hr |
| b. Specific Oxygen Test | <1.5 O ₂ /unit BVS/hr |
| c. Respiration Test | <8C/unit VS/day |
| d. Dewar test | <20 Temp. rise (°C) |
| e. Solvita® | <5 Index value |
- E. Toxicity: any one of the following measures is sufficient to indicate non-toxicity.
- | | |
|---|---------------------|
| a. NH ₄ ⁻ :NO ₃ -N | <3 |
| b. Ammonium | <500 ppm, dry basis |
| c. Seed Germination | <80% of control |
| d. Plant Trials | <80% of control |
| e. Solvita® | <5 Index value |
- F. Nutrient Content: provide analysis detailing nutrient content including N-P-K, Ca, Na, Mg, S, and B.
- | | |
|---------------------------|---|
| a. Total Nitrogen content | 0.9% pr above preferred. |
| b. Boron: Total | shall be <80ppm; Soluble shall be <2.5ppm |
- G. Salinity: Must be reported; may vary but <4.0 mmhos/cm preferred. Soil should also be tested: <2.5 mmhos/cm is preferred for soil/compost blend buy may vary with plant species.
- H. pH: pH shall be between 6.5 and 8. May vary with plant species.
- I. Particle size: 95% passing a ½" screen.
- J. Bulk density: shall be between 500 and 1100 dry lbs/cubic yard.
- K. Moisture Content shall be between 35%-55% of dry solids.
- L. Inerts: compost shall be relatively free of inert ingredients, including glass, plastic and paper, <0.1% by weight or volume.
- M. Weed seed/pathogen destruction: provide proof of process to further reduce pathogens (PFRP). For example, turned windrows must reach min. 55C for 15 days with at least 5 turnings during that period.
- N. Select Pathogens: Salmonella <3 MPN/4grams of TS, or Coliform Bacteria <1000 MPN/gram.
- O. Trace Contaminants Metals (Lead, Mercury, Etc.) Product must meet US EPA. 40 CFR 503 regulations.
2. Additional amendments and/or fertilizers: Additional amendments and/or fertilizers that are approved for use by the Organics Materials Research Institute (OMRI) for use in crop production are approved for use. See www.omri.org. Fertilizers that are not approved or are restricted for use by OMRI shall be applied only after review and written approval by the Engineer.

INSPECTION OF SITE CONDITIONS: Examine site for conditions that will adversely affect execution, permanence and quality of work. Begin work required under this section only after conditions are satisfactory.

INSTALLATION:

- A. Location: Perform soil preparation only in areas noted on plan or indicated by the Engineer.
- B. Preparation of rough grade: Loosen or scarify to 6 inches minimum depth. Bring grade and remove all stones larger than one inch, sticks, and other extraneous materials.
- C. Scarification: Scarify all planting areas prior to fine grading in order to ensure relative compaction of 85% or less. Any planting areas which become compacted in excess of 85% due to construction activities shall be thoroughly cross-ripped to the maximum depth feasible to alleviate that condition, taking care to avoid all existing drainage and subsurface utility lines.
- D. Soil Amendments: Spread the compost evenly over soil at a rate of 5 yards per 1000 square feet, then uniformly and thoroughly incorporate into upper 6 inches of soil, obtaining a homogeneous soil mix. Soil shall be in a moist condition at time of mixing.
- E. Finish Grading: Finely finish surfaces by raking smoothly and evenly. Remove all exposed, extraneous matter one inch or larger in size to facilitate natural runoff. Drag to smooth surface. Finish grades will slope to drain, without water pockets or irregularities (humps or hollows). Finish grades will meet all existing controls and shall be 1-½" below adjacent top of paving curbs, sidewalks and planters, unless otherwise noted on plans. Grades will be of uniform slope between points of fixed elevations. Establish vertical curves or rounding at abrupt changes in slope. All finish grades will be approved by the engineer prior to commencing the planting operations.

FIELD QUALITY CONTROL:

- A. Samples and Tests: The work performed under this section will be subject to approval by testing laboratory. Engineer reserves the right to take and analyze samples of materials for conformity to specifications at any time. Furnish samples upon request by Engineer. Immediately remove rejected materials from the site, at contractor's expense. Cost of testing materials not meeting specifications will be paid by contractor at no increase in contracted price.
- B. Verification of Quantities: Contractor to provide bills of lading or invoices of specified materials from original suppliers and manufacturers of soil amendments. Quantities shall be verified by the Engineer. Any products deficiencies shall be promptly rectified by the contractor.
- C. Disposal of Waste Materials: Stockpile and reutilize or recycle to the fullest extent possible all waste materials generated from soil preparation activities, including rocks, excavated materials and debris.
- D. Cleaning: Upon completion of soil preparation operations, the Contractor shall clean areas within contract limits, remove tools and equipment. Provide site clear, clean, free of debris and suitable for irrigation and planting operations

MEASUREMENT AND PAYMENT

Full compensation for soil preparation shall be considered as included in the price paid for the various contract items of work involved and no additional compensation will be allowed therefor.

10-1.26 Tree Planting

Attention is directed to Section 10-1.03, "Certificates of Compliance," and Section 10-1.01, "Order of Work" of these special provisions

The Contractor shall plant 15-gallon size trees at the designated location shown on the plans. Tree species selected are also shown on the plans per districts. The Contractor shall refer to the Street Tree Planting Detail as shown on the plans when planting trees. Trees to be planted shall be a minimum of 5 feet horizontally away from any underground utilities. The Engineer may make adjustments in the location of the trees in order to achieve the intended results. If unsuitable soil is encountered while excavating plant holes, such soil shall be removed and properly disposed from the site and a sufficient amount of approved topsoil shall be placed. Proper drainage of the plant hole is necessary. Retention of water in the plant holes for more than twenty-four (24) hours and the subsoil conditions that cause it shall be reported to the Engineer. Planting under such conditions may not proceed without the approval of the Engineer.

The trees shall be of high quality, true to type for the species shown on the plans, and shall be approved by the Arborist before planting. Minimum tree quality shall conform to "Specification Guidelines for Container-Grown Trees" which are available at <http://www.urbandtree.org/newspecs.asp>. When planting trees and shrubs, they shall be carefully removed from the containers. All tin containers, other than knockout cans, shall be cut on two sides to facilitate removal of plant with as little disturbance as possible to the root ball. In no case shall the cans be broken open with an axe, mattock, or similar tools. The sides and bottoms of all root balls shall be scarified. The top of the plant ball shall be set two inches (2") above the finish grade of the planting area. The Contractor shall be responsible for any settling and shall raise and replant any trees and shrubs whose crown settles below the finish grade.

The planting holes shall be backfilled to 18" below finish grade with clean imported topsoil or native soil mixed with soil amendments. Imported topsoil shall be a fertile, friable soil of loamy character containing a normal amount of organic matter. It shall be obtained from well-drained arable and fertile agricultural land and shall be free from refuse, roots, heavy or stiff clay, stones larger than one-inch (1") in size, grasses, weeds, and toxic waste or other contaminants that would be deleterious to the health of plants, animals or people.

Topsoil shall, by particle examination, contain the following:

	Percentages:	Diameter Ranges:
1.) SAND	Between 45 and 52%	2 to .05 millimeters
2.) SILT	Between 26 and 50%	.05 to .002 millimeter
3.) CLAY	Between 6 and 26%	Less than 0.002 millimeters.

Soil amendment shall be added on the topsoil and shall be in accordance to the requirements and descriptions specified under Section 10-1.25 "Soil Preparation" of these Special Provisions.

The backfill mix shall be thoroughly mixed prior to placement in planting holes. Place backfill in bottom of plant hole after making sure base of hole is loose enough for good drainage. After placing plant ball as detailed, firm backfill around ball or roots of plant.

Fertilizer tablets shall be placed in each planting hole three inches (3") away from the root ball, six inches below finish grade and evenly spaced. Application rate shall be five tablets per planting hole. Commercial fertilizer shall be commercially processed fertilizer and shall conform to applicable requirements of agricultural laws and regulations of the State of California. Commercial Fertilizer tablets for planting holes shall be a slow release type and shall be in compact tablet form approximately 21 grams per tablet, with the following guaranteed minimum chemical analysis:

Ingredient	Percentage Minimum
Nitrogen	20
Phosphoric	10
Water Soluble Potash	5

A four-inch (4") high berm shall be formed around each tree and shall be located at the dripline to facilitate watering and to hold top mulch. Plants shall be thoroughly watered to saturate root balls immediately after planting. Securely stake all trees immediately after planting in accordance with the tree planting details on the plans. Stakes shall be three inches (3") in diameter lodgepole pine stakes free of splits and knots, and treated with preservatives. Ties shall be corded rubbers, a minimum of sixteen-inch by one-inch (16" x 1").

Following the planting of trees, a minimum of 2 inches of wood mulch shall be applied around the tree basins. Wood mulch shall be a clean, redwood or fir wood bark or chip with 85% of the particles ranging from 1/3 inch to 3 inches in length or width. Wood mulch shall be free of leaves and small twigs and roots. Mulch shall be nitrogen-treated and treated with wetting agent.

In all new planted trees a tree trunk protector shall be installed to prevent damage from trimmers, mowers and rodents. The tree trunk protector shall rest on the ground and be at least 8-inches high. The tree trunk protector shall be made of a light-colored material. Dark or shiny materials, such as aluminum, are not acceptable. The tree trunk protector shall ArborGard or approved equal.

The Contractor shall refer to the Street Tree Planting Detail as shown on the plans when planting a tree.

The Contractor shall be responsible for as many additional tree waterings over fourteen (14) calendar days from the date of planting, as is necessary to maintain a soil moisture level adequate for vigorous plant growth. The 14 calendar-day responsibilities do not begin until the City has approved planting.

The Contractor shall provide a written list of trees planted and the dates planted. An adequate level of soil moisture shall be defined as soil moisture to the entire depth of the root ball that is less than the soil's field capacity and that has a soil moisture tension between 0 bars and 0.5 bars.

The contract unit price paid for each 15-Gallon Tree shall include full compensation for furnishing all labor, materials, tools, tree watering, and equipment and for doing all the work involved in tree planting, complete in place including but not limited to, furnishing tree or shrubs, excavation of plant holes and backfilling with imported topsoil, furnishing, placing, and mixing soil amendment; furnishing and installing the tree trunk protector; staking, furnishing, and placing wood mulch; furnishing and applying fertilizer, as shown on the plans as specified in these special provisions, and as directed by the Engineer and no additional compensation will be allowed therefor.

10-1.27 In-Place Compacted Topsoil

Attention is directed to Section 20-2.1, "Topsoil" of the Standard Specification.

In-place compacted topsoil shall be installed and placed in the planter area where there are considerable depressions due to tree, stump, or root removal.

Before placing topsoil, clear, grub and remove any weeds or debris and unwanted or noxious material in the twelve (12") of soil. All weeds, debris and other unwanted material including excess soil shall be promptly removed and properly disposed of outside the highway right of way in accordance with the provision in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Do not work the soil when moisture content is so great that excessive compaction will occur, or when the soil is so dry that clods will not break readily or dust will form in the air. Apply water as required to prevent the formation of airborne nuisance dust and to provide ideal soil moisture content for tilling. The soil shall be loosely compacted and the finished grade shall be flushed with the top of curb and top of new sidewalk.

In-place compacted topsoil will be measured by the cubic yard. The quantity to be paid for will be the compacted and installed volume.

The contract unit price paid per cubic yard of In-Place Compacted Topsoil shall include full compensation for furnished all labor, material tools, equipment, incidents and for doing all the work in furnishing, placing and loosely compacting imported topsoil including but not limited to, adding and mixing the soil amendments, finish grading, and other items necessary to complete the work as specified in these special provisions and as directed by the Engineer and no additional compensation will be allowed therefor.

10-1.28 Increases or Decreases of Contract Quantities

No adjustment of compensation will be made for the contract unit prices paid for the following listed contract items for any increase or decrease in the quantities regardless of the reason for such increase or decrease:

- 1.) Remove and Replace Concrete Sidewalk
- 2.) Remove and Replace Concrete Driveway and Conforms
- 3.) Remove and Replace Standard Concrete Curb & Gutter (at various widths)
- 4.) 6 Inch Deep AC Conform
- 5.) Remove Plain or Exposed Aggregate Concrete and Brick Tile
- 6.) 15-Gallon Tree
- 7.) Root Barrier Installation
- 8.) Turf (Sod)
- 9.) In-Place Compacted Topsoil
- 10.) Tree Removal
- 11.) Extraordinary Root Removal
- 12.) Stump and Root Removal
- 13.) Root Prune Existing Tree
- 14.) Tree Trimming
- 15.) Irrigation Pipe and Sprinkler Heads
- 16.) Concrete Curb Ramp & Adjacent Sidewalk
- 17.) Grind AC Pavement

The provisions of Section 4-1.03B, "Increased or Decreased Quantities" of the Standard Specification shall not apply to the above listed items. Also the provisions of Section 9-1.08, "Adjustment of Overhead Costs" of the Standard Specification shall not apply to this project.

10-1.29 Compensation for Work Not Listed in Bid Sheets

Full compensation for doing any work that is not listed in the contract bid sheet, including furnishing all labor, materials, tools, equipment, and incidentals for doing the work, as required by the plans, details, notes, shop drawings, Standard Specifications, and these special provisions, shall be considered an incidental and as included in the contract prices paid for the various related items of work requiring the work, and no additional compensation will be allowed therefor.

10-1.30 Warranties, Guarantees, and Instruction Sheets

Contractor's workmanship, furnished material, and equipment warranties against defect shall be in conformance of Section 86-1.05, "Warranties, Guaranties, and Instruction Sheets," of the Standard Specifications. In addition to guarantees required elsewhere, the Contractor shall and hereby does guarantee all work and materials for a period of one (1) year after the date of final acceptance of the project by the City and shall repair and replace any and all such work defective in labor and/or materials, together with any other work, which may be displaced in so doing, without expense whatsoever to the City, except for ordinary wear and tear and neglect.

In the event Contractor fails to comply with the provisions of the above mentioned guaranty by commencing repair within fifteen (15) days after being notified in writing and diligently completing said repairs, the City is hereby authorized to proceed to have the defects repaired and made good at the expense of the Contractor, who hereby agrees to pay the cost and charges therefore immediately on demand.

10-1.31 Record Drawings

At the end of construction, the Contractor shall submit, to the City, a set of redlined, marked-up plans showing work that has been deviated from the plans. Full compensation for preparing the marked-up plans shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed therefor.

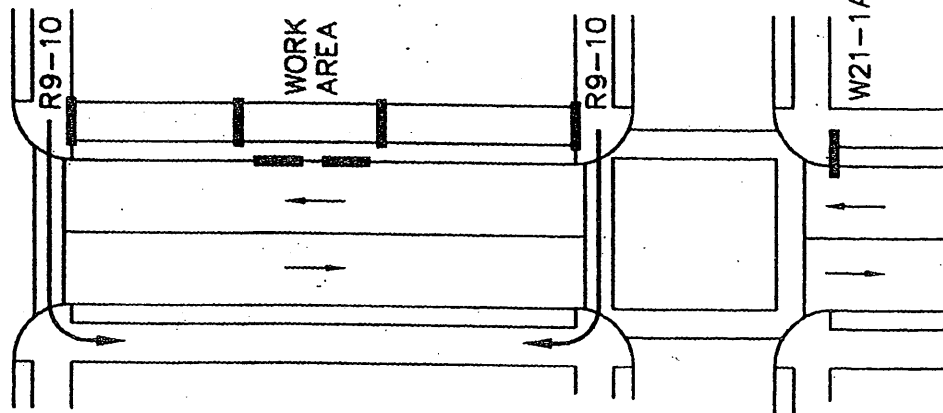
10-1.32 Administrative Change Orders

Administrative Change Orders are for minor changes or deviations in the scope of the project and are differentiated from Council Changes, which are for major changes in the scope or magnitude of the project described by the original plans and specifications.

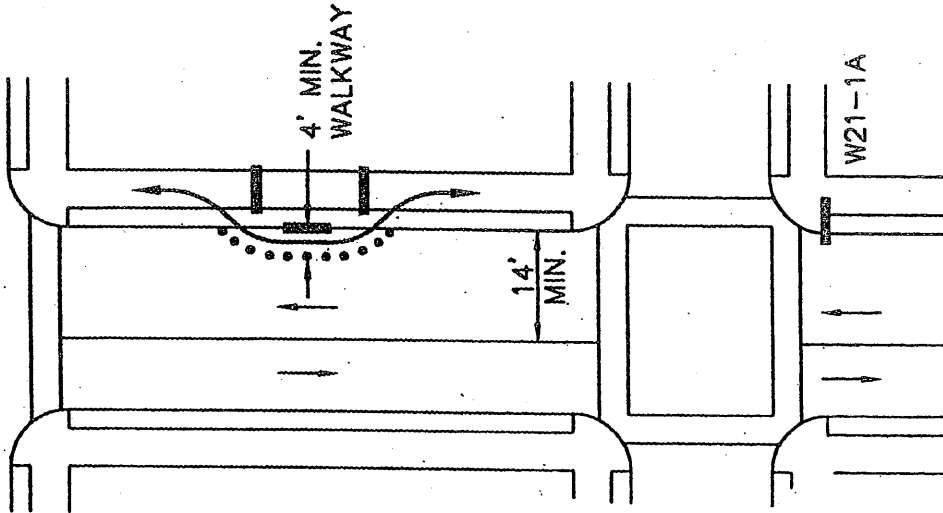
All work performed under an Administrative Change Order must be authorized by the Engineer's written order. No work in excess of that shown on the plans shall be done without a written change order. The extra work due to changes or deviations in the scope of work will be performed and paid for at the contract unit prices, on a force account basis in conformance with Section 9-1.03, "Force Account Payment," of the Standard Specifications, or by negotiated price. In the case of force account or negotiated price, the mark-up for work to be done by a subcontractor shall be limited to 5%.

The amount of this item may vary from nothing to the sum of many Administrative Change Orders, but will not exceed the amount shown for this item on the proposal. Administrative Change Order amount shall not be included in any contract cost used for the adjustment of overhead costs.

CASE I



CASE II



LEGEND

- PORTABLE TUBULAR DELINEATOR
3' MIN. HEIGHT
- TYPE II BARRICADE w/FLASHERS
- PEDESTRIAN PATH OF TRAVEL
- VEHICULAR PATH OF TRAVEL

NOTES:

1. VEHICULAR TRAFFIC LANES SHALL BE KEPT CLEAR AT ALL TIMES.
2. CASE II SHALL BE USED ONLY IF WIDTH OF TRAFFIC LANE IS 14' OR WIDER
3. CONTRACTOR TO FURNISH, INSTALL AND MAINTAIN ALL SIGNS, BARRICADES AND DELINEATORS.

REDIRECTION

WALKWAY FRONTING WORK SITE

NOT TO SCALE

PEDESTRIAN CONTROL SYSTEM FOR SIDEWALK CLOSURE

THESE SPECIAL PROVISIONS SHALL GOVERN OVER THE STANDARD SPECIFICATIONS FOR CONCRETE CURB, GUTTER, SIDEWALK, DRIVEWAY, AND FLARE CONSTRUCTION

1. Where there is existing concrete to be removed, it shall be cut with a concrete saw to a minimum depth of 1½ inches to lines determined by the City Engineer unless removal can be made to a cold or expansion joint. Curbs, gutters, and sidewalks shall be removed from the entire section.
2. In sidewalk area, Class 2 aggregate subbase shall be placed on a smoothly graded, firm, unyielding plane. The top 6" of subgrade and the aggregate subbase shall be compacted to not less than 90 percent relative density. Sand, gravel, or other fluid material shall not be used.
3. The top 6" of subgrade and aggregate subbase under curb, gutter, and driveways shall be compacted to not less than 95 percent relative density.
4. Where new concrete is to be placed against existing concrete and at construction (cold) joints in new concrete, the two shall be joined by dowels with No. 3x12 bars @ 3'-0" O.C. maximum, or as directed by the City Engineer. The holes shall be drilled into the existing concrete no less than six (6) inches deep, or per details shown on plans, and dowels shall fit snugly into the drilled holes.
5. Expansion joints shall be the bituminous fiber type, ½" in thickness, in one pre-molded, full depth piece. The full depth, width, and shape of the expansion joints shall be spaced a maximum of 50' apart. Expansion joints shall be installed at all structures, curb returns, and driveways. Expansion joint material shall be cast into fresh concrete. "Cut-in" expansion joints will not be accepted.
6. Weakened plane joints shall be constructed to a minimum depth of ¼ of concrete thickness with a scoring tool, which will leave the corners rounded. Weakened plane joints spacing shall not exceed 10' unless otherwise directed by the City Engineer. Saw cut scores will not be accepted.
7. Concrete shall be Class "B" (five-sack mix) maximum 4" slump. Concrete shall contain one pound Lampblack or equivalent liquid color per cubic yard.
8. Score marks shall conform to existing adjacent patterns, or shall be placed as directed by the City Engineer. Score marks, expansion joints, and weakened plane joints shall be straight and true.
9. Finished concrete shall be treated with a transparent curing compound at the rate of 200 square feet per gallon in a criss-cross pattern, or water cured, as directed by the City Engineer.
10. Approved forms shall be used for all concrete work unless an extrusion machine is permitted. Forms shall be smooth, rigid, and full dimension. The lower rear edge of the front face form of curbs shall be milled to a 1" radius. Bracing stakes shall be placed at 3" intervals.
11. Curb ramps shall be constructed at all crosswalks. Marked or unmarked, and shall conform to current State Standards.
12. Sidewalks and driveways shall receive a light broom finish and shall be broomed transversely to the line of pedestrian traffic. Curb & Gutter and valley gutters shall receive a light brush finish with brush strokes parallel to the line of the curb or gutter. Ramp broom finish shall be per SD-108. Skim coated or "sacked" finishes will not be accepted.

			CITY OF HAYWARD ENGINEERING DIVISION		STANDARD CONCRETE CONSTRUCTION SPECIAL PROVISIONS	DWG. NO. SD-107
			DRAWN BY: HGM	DATE: 05/12/08		FILED
			CHECKED BY: MHW	SCALE: NTS		
			APPD. BY: <i>[Signature]</i>	APPROVED: <i>[Signature]</i>		
REV	DATE	BY	CITY ENGINEER	DIR. PUBLIC WORKS		SHT. 1 OF 2

CEMENT CONCRETE CLASSES

The Concrete Classes A, B, C and D Specified in these City of Hayward Standard Details are defined as follows:

Class A Concrete (6-sack mix)
material per cubic yard.

Class B Concrete (5-sack mix)
material per cubic yard.

Class C Concrete (4-sack mix)
material per cubic yard.

Class D Concrete (7-sack mix)
material per cubic yard.

Concrete classes other than those specified in section 90, "Portland Cement Concrete", of the State Standard Specifications, shall conform to the requirements specified in section 90, "Portland Cement Concrete", of the State Standard Specifications.

This cement concrete classification has been superseded by the classification shown below.

564 pounds of cementitious

470 pounds of cementitious

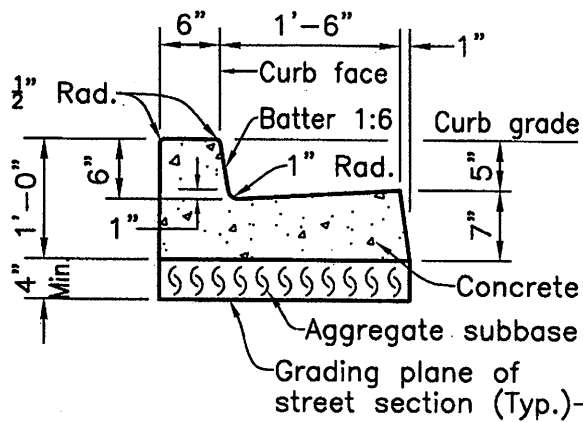
376 pounds of cementitious

658 pounds of cementitious

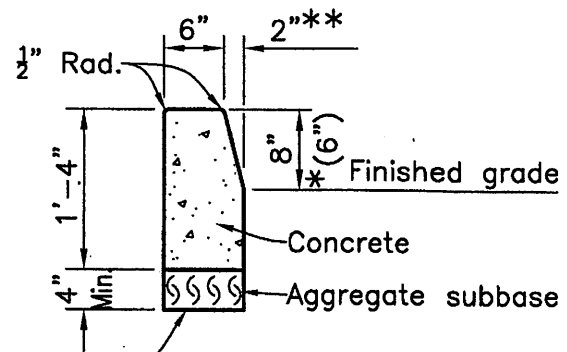
Portland cement concrete shall conform to the provisions in Section 90, "Portland Cement Concrete," of the 2006 Standard Specifications. The concrete Classes A, B, C and D as specified in the City of Hayward Standard Details 2008, project plans, miscellaneous specifications related to this project, and these Special Provisions, shall be redefined using the Standard Specifications for portland cement concrete designations as follows:

City 2008 Standard Details, Project Plans and Special Provisions		Caltrans 2006 Standard Specifications	
Concrete Class	Min. Cement Content (lb/cy)	Concrete Class	Min. Cement Content (lb/cy)
Class A (6-sack mix)	564	Class 2	590
Class B (5-sack mix)	470	Class 3 or Minor Concrete	470 to 550 *
Class C (4-sack mix)	376	Class 4	420
Class D (7-sack mix)	658	Class 1	675

			CITY OF HAYWARD ENGINEERING DIVISION		STANDARD CONCRETE CONSTRUCTION SPECIAL PROVISIONS	DWG. NO. SD-107
			DRAWN BY: HGM	DATE: 05/12/08		FILED
			CHECKED BY: MFW	SCALE: NTS		
REV	DATE	BY	APPROVED CITY ENGINEER	APPROVED DIR. PUBLIC WORKS		SHT. 2 of 2



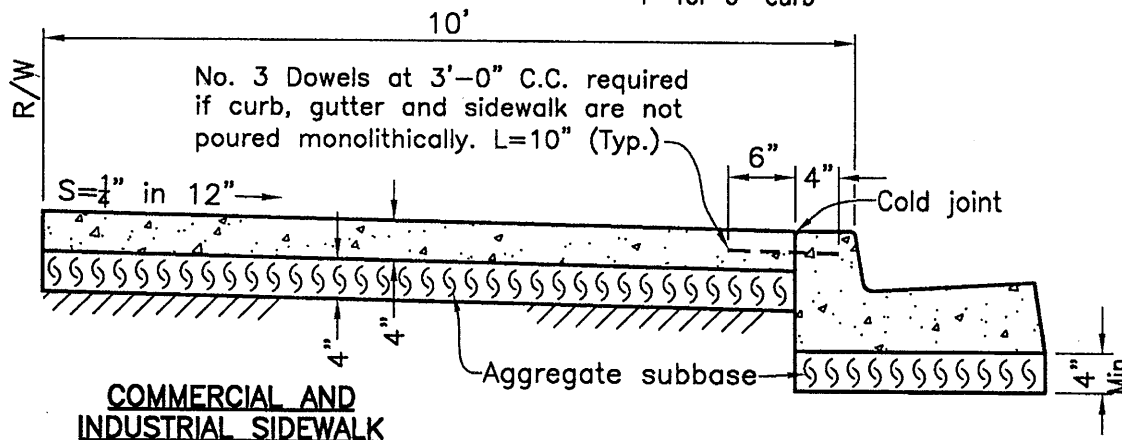
STANDARD CURB AND GUTTER



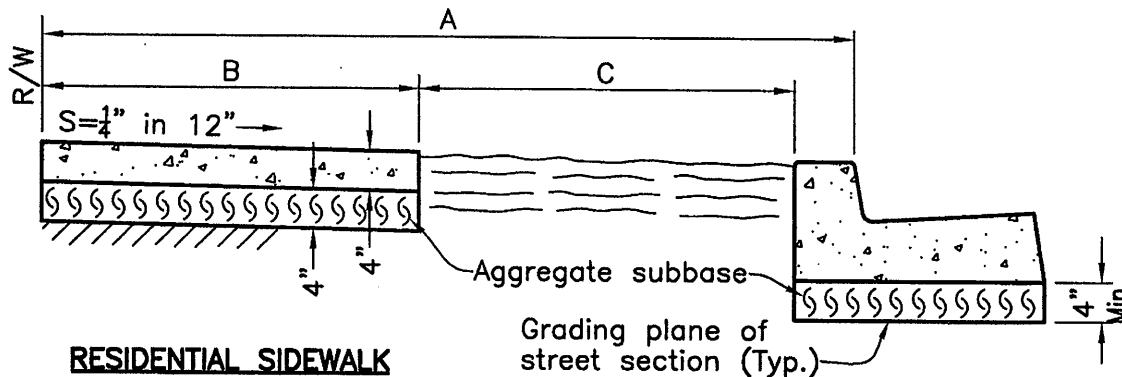
STANDARD ISLAND CURB

*On site parking area for private development.

**1" for 6" curb



COMMERCIAL AND INDUSTRIAL SIDEWALK



RESIDENTIAL SIDEWALK

SIDEWALK DIMENSIONS

A	5	6	7	8	9	10	10
B	4.5	5.5	4	4	4	4	9.5
C	0	0	2.5	3.5	4.5	5.5	0

NOTES:

1. Construction shall conform to SD-107.
2. Aggregate subbase under standard curb and island curb shall extend to the grading plane of the street section but shall in no case be less than 4".
3. Install dowels for residential sidewalk if adjacent to curb.

			CITY OF HAYWARD PUBLIC WORKS DEPT.			STANDARD SIDEWALK, CURB AND GUTTER, ISLAND CURB AND CURB RAMP SECTIONS			DWG. NO. SD-108		
DRAWN BY: JT			DATE: MAY 8, 2008			SCALE: NTS			FILED		
CHECKED BY: MW			APPROVED BY: [Signature]			APPROVED BY: [Signature]			SHT. 1 OF 6		
REV	DATE	BY	CITY ENGINEER			DIR. PUBLIC WORKS					

NOTE:

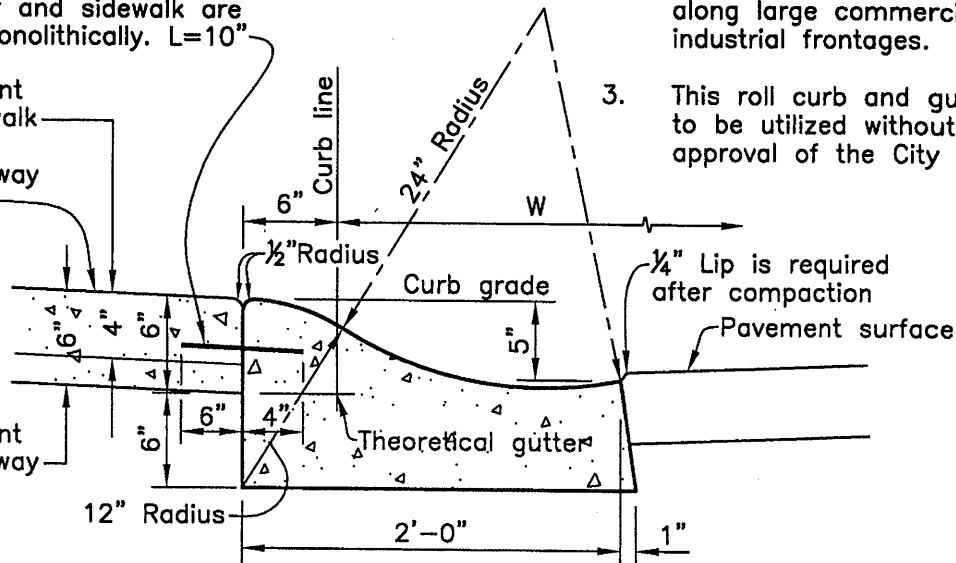
1. All grades and widths to be referred to curb grade and curb line.
2. This roll curb is to be utilized in lieu of a series of driveways along large commercial or industrial frontages.
3. This roll curb and gutter is not to be utilized without the approval of the City Engineer.

No. 3 dowels at 3'-0" C.C., required if curb, gutter and sidewalk are not poured monolithically. L=10"

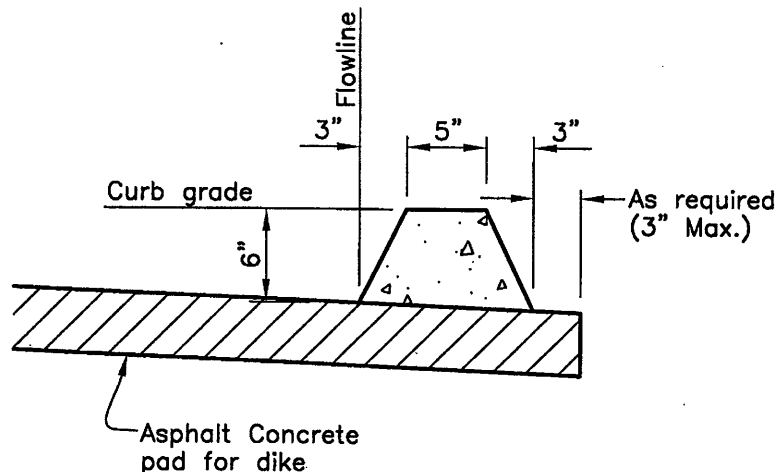
Portland cement concrete sidewalk

Sidewalk/Driveway slope=2%

Portland cement concrete driveway

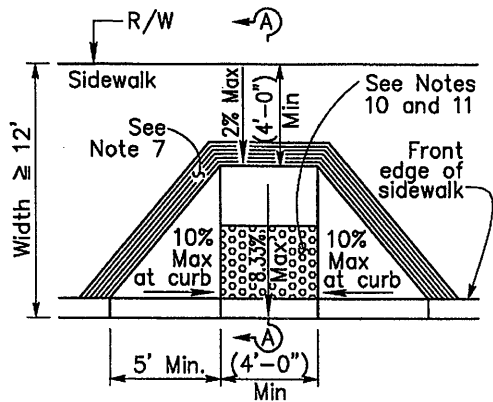


ROLL CURB AND GUTTER
(Showing driveway and sidewalk constructed adjacent to curb)

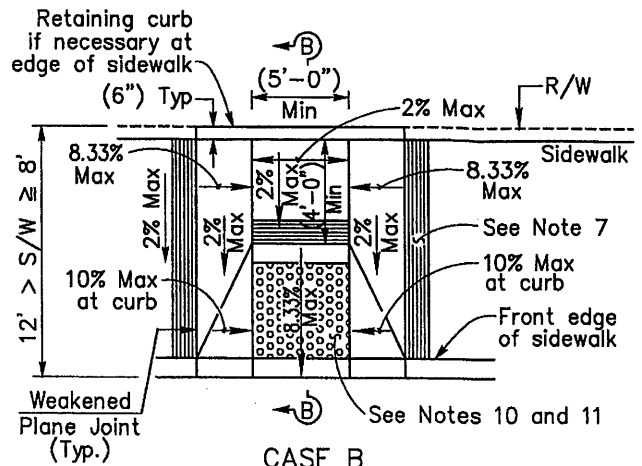


ASPHALT CONCRETE DIKE

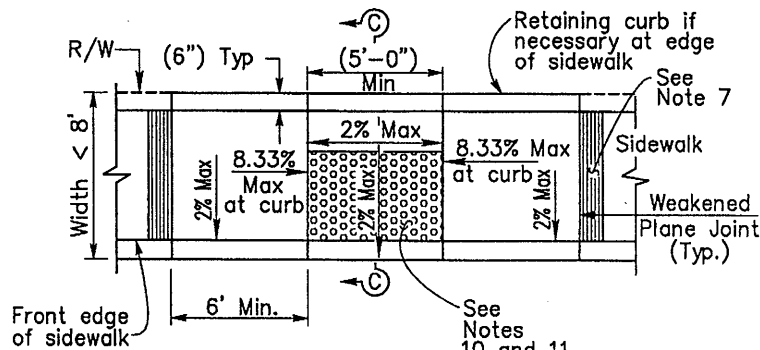
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			DRAWN BY: JT CHECKED BY: MW APPD. BY: <i>[Signature]</i> CITY ENGINEER				DATE JUN 20, 2008 SCALE: NTS APPROVED: <i>[Signature]</i> DIR. PUBLIC WORKS	
REV	DATE	BY				SHT. 2 OF 6		



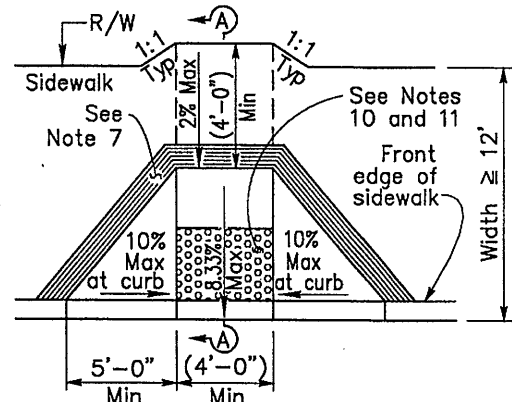
CASE A



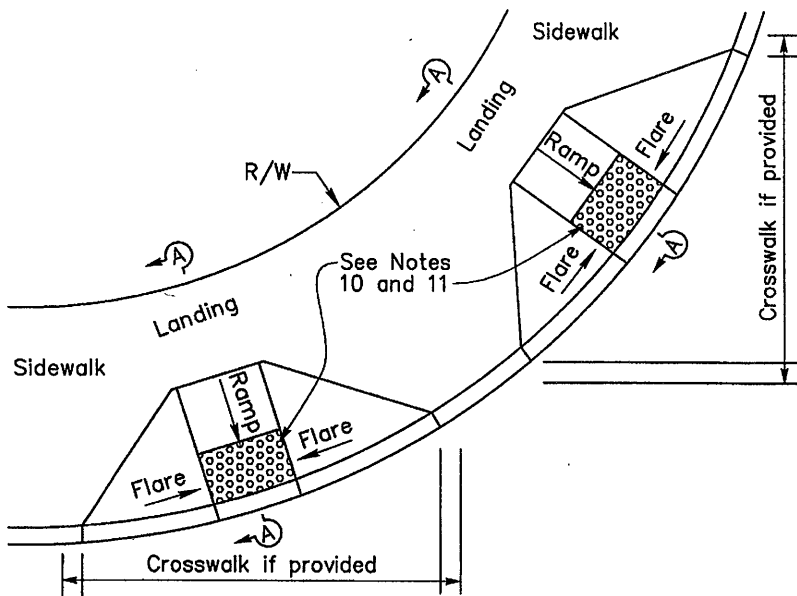
CASE B



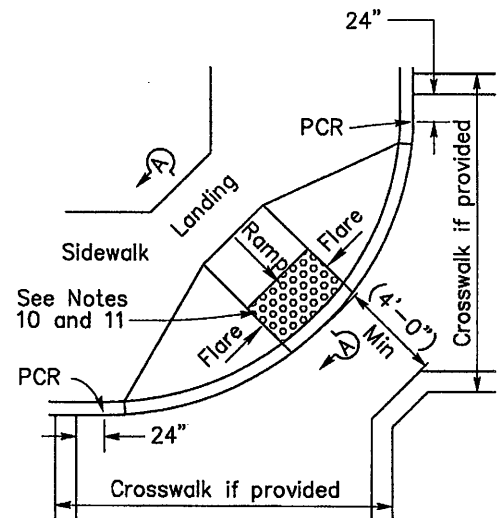
CASE C



CASE D



DETAIL A
See Note 1



DETAIL B
TYPICAL ONE-RAMP
CORNER INSTALLATION
See Notes 1 and 3

See Sheet 6 of 6 for Notes

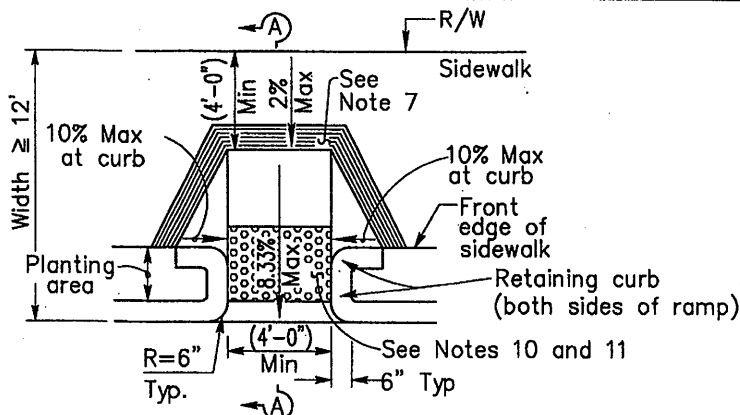
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DRAWN BY: F. MORALES		DATE: FEB. 14, 2008	
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APPROVED BY: <i>[Signature]</i>		APPROVED: <i>[Signature]</i>	
REV	DATE	BY	CITY ENGINEER
			DIR. PUBLIC WORKS

STANDARD SIDEWALK, CURB AND GUTTER, ISLAND CURB AND CURB RAMP SECTIONS

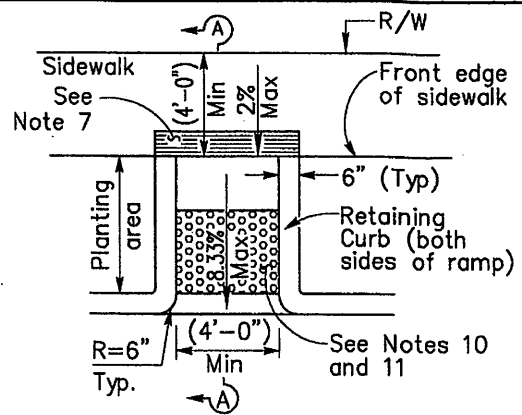
DWG. NO.
SD-108

FILED

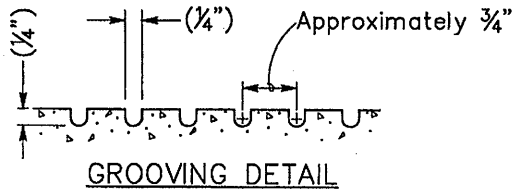
SHT. 3 OF 6



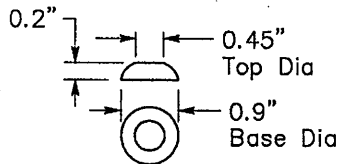
CASE E



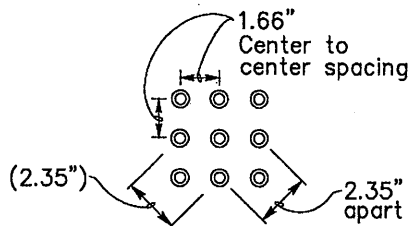
CASE F



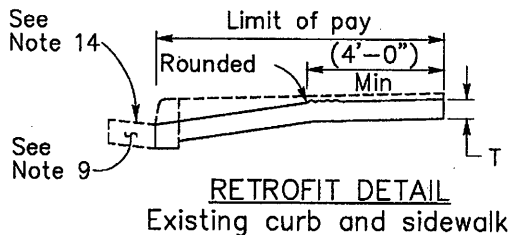
GROOVING DETAIL



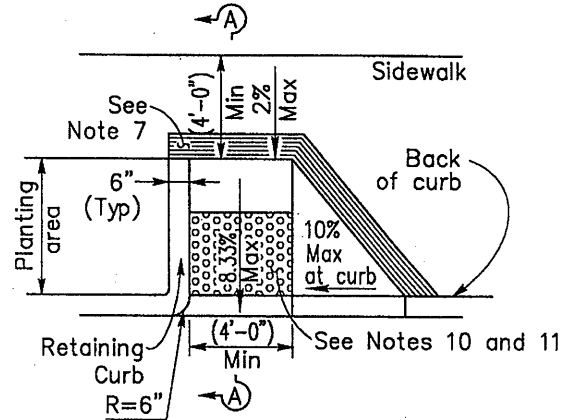
RAISED TRUNCATED DOME



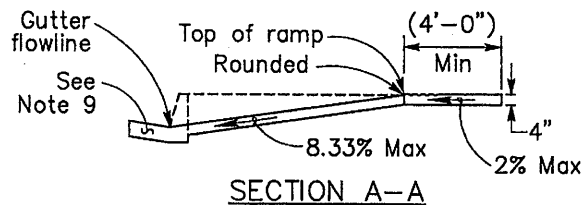
**RAISED TRUNCATED DOME
PATTERN (IN-LINE)
DETECTABLE WARNING SURFACE**
See Note 10



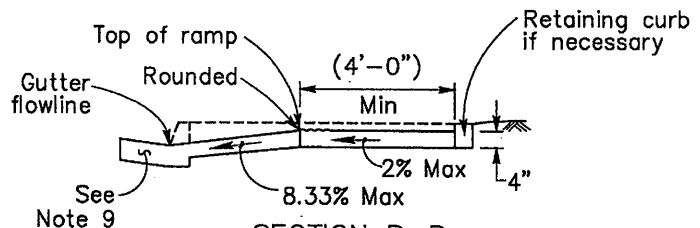
See Sheet 6 of 6 for Notes



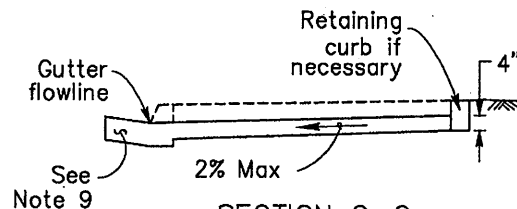
CASE G
See Note 4



SECTION A-A

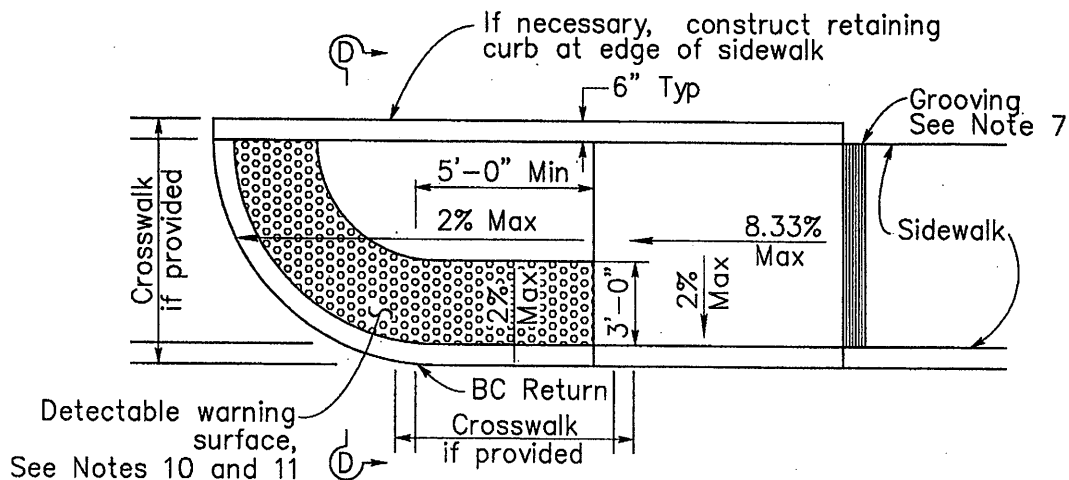


SECTION B-B
Depress entire sidewalk as required

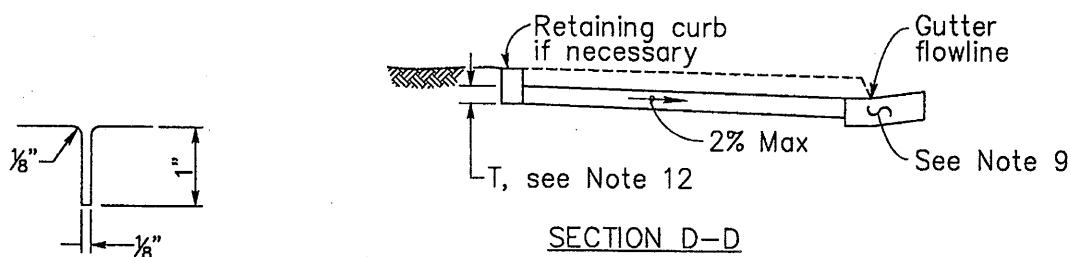


SECTION C-C

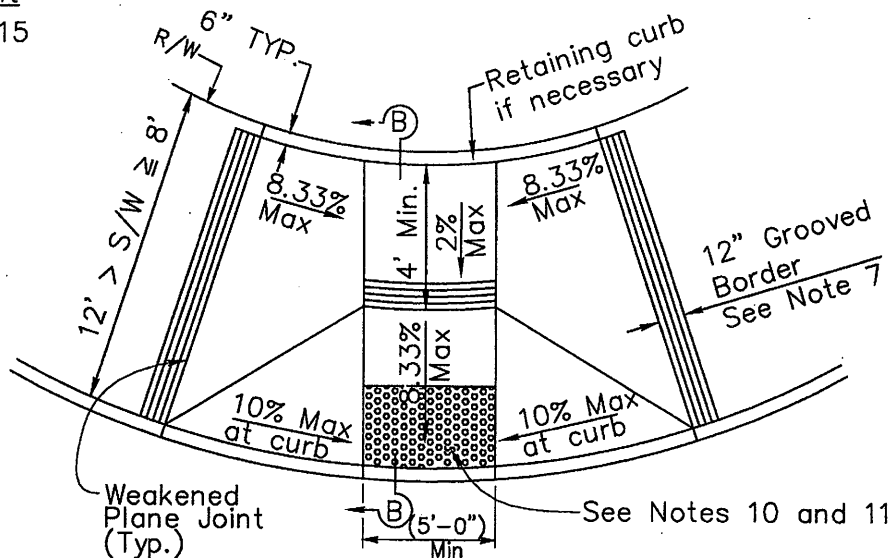
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			DRAWN BY: F. MORALES	DATE: FEB. 14, 2008			FILED
			CHECKED BY: <i>MAW</i>	SCALE: NONE			
			APPD. BY: <i>MP</i>	APPROVED: <i>Roberto</i>			
REV	DATE	BY	CITY ENGINEER		DIR. PUBLIC WORKS		SHT. 4 OF 6



CASE CM CURB RAMP



Typical Weakened Plane Joint
See Note 15



CASE B-2

See Sheet 6 of 6 for Notes

			CITY OF HAYWARD ENGINEERING DIVISION		STANDARD SIDEWALK, CURB AND GUTTER, ISLAND CURB AND CURB RAMP SECTIONS	DWG. NO. SD-108
			DRAWN BY: F. MORALES	DATE FEB. 14, 2008		FILED
			CHECKED BY: <i>MF</i>	SCALE: NONE		
			APPD. BY: <i>MF</i>	APPROVED: <i>[Signature]</i>		
REV	DATE	BY	CITY ENGINEER	DIR. PUBLIC WORKS		SHT. 5 OF 6

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 case 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 C or 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 flared 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 the conform with longitudinal sidewalk adjacent to top of the ramp, except in Case C, Case CM and Case F.
7. The curb ramp shall be outlined, as shown, with a 12" wide border with $\frac{1}{4}$ " grooves approximately $\frac{3}{4}$ " on center. See grooving detail.
8. Transitions from ramps 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 and continuous passage to the curb ramp shall not exceed 5 percent within 4'-0" of the top or bottom of the curb ramp.
10. Curb ramps shall have a "Dark Gray" 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.
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 4" minimum. All new handicap ramp installations shall be constructed on a 4" thick layer of aggregate base compacted to 90% relative compaction.
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 prior to, or in conjunction with, curb ramp construction.
14. For retrofit conditions, removal and replacement of curb apron will be at the Contractor's option, unless shown on project plans.
15. The typical weakened plane joint detail does not apply to retrofit conditions.

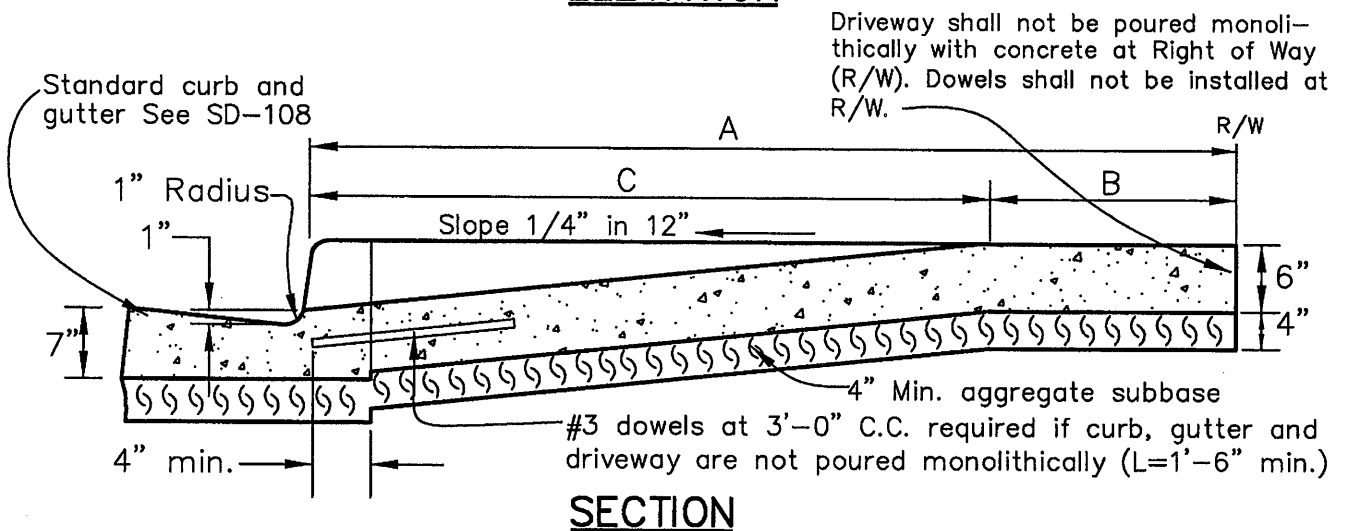
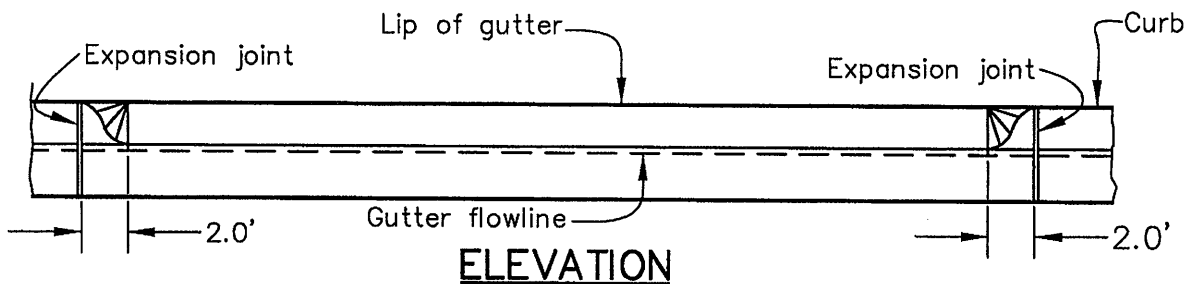
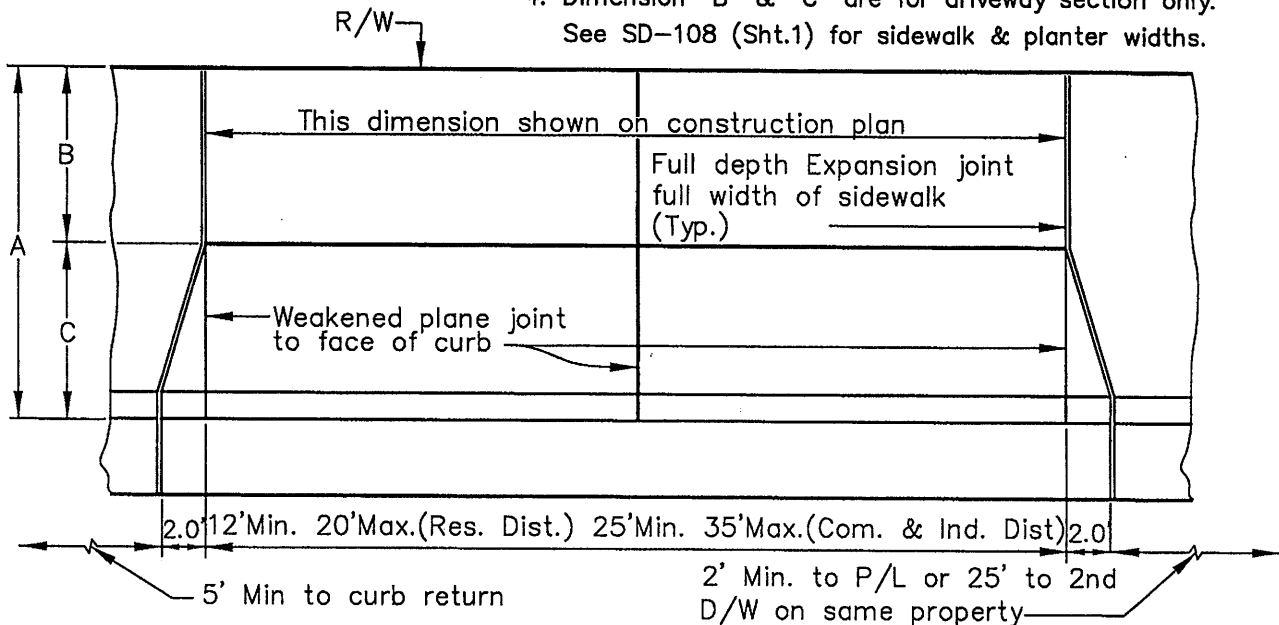
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			DRAWN BY: F. MORALES	DATE FEB. 14, 2008		FILED
			CHECKED BY: <i>AM</i>	SCALE: NONE		
			APPD. BY: <i>MF</i>	APPROVED: <i>[Signature]</i>		
REV	DATE	BY	CITY ENGINEER	DIR. PUBLIC WORKS		SHT. 6 OF 6

TABLE OF DIMENSIONS

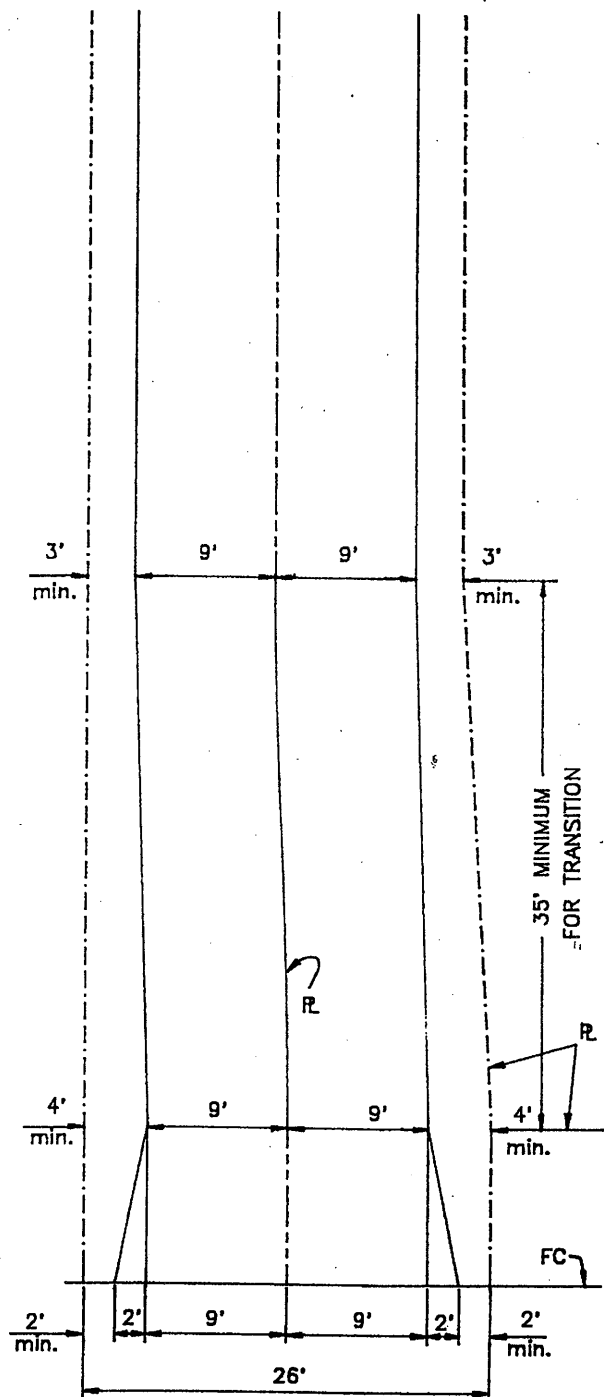
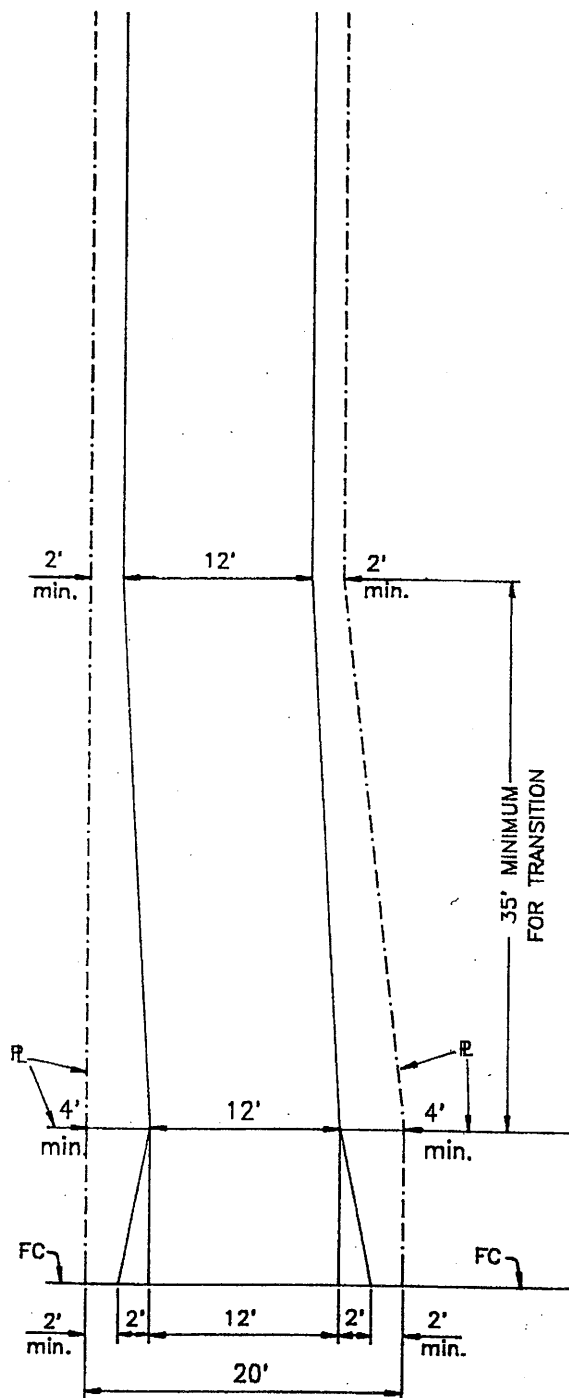
A	5'	6'	7'	8'	9'	10'
B	See Note 3			4'	4'	4'
C				4'	5'	6'

NOTES:

1. Construction shall conform to SD-107.
2. Dimension "B" is 4' minimum when dimension "A" is 8' or greater.
3. See SD-108A for Plans & Section when dimension "A" is less than 8'.
4. Dimension "B" & "C" are for driveway section only. See SD-108 (Sht.1) for sidewalk & planter widths.



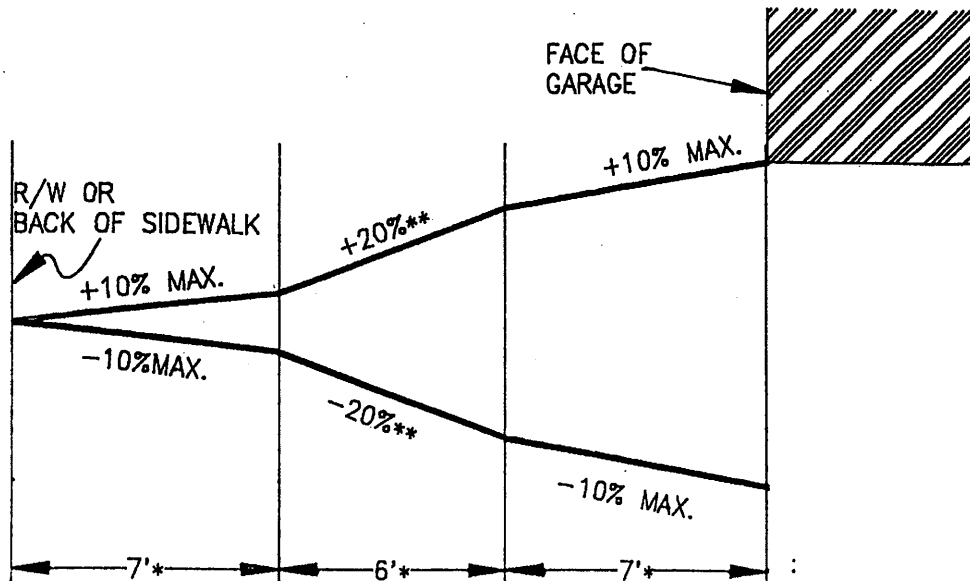
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DRAWN BY: HGM DATE: 07/24/08			SHT. 1 OF 3	
CHECKED BY: MHW SCALE: NTS				
APPD. BY: <i>[Signature]</i> APPROVED: <i>[Signature]</i>				
CITY ENGINEER DIR. PUBLIC WORKS				



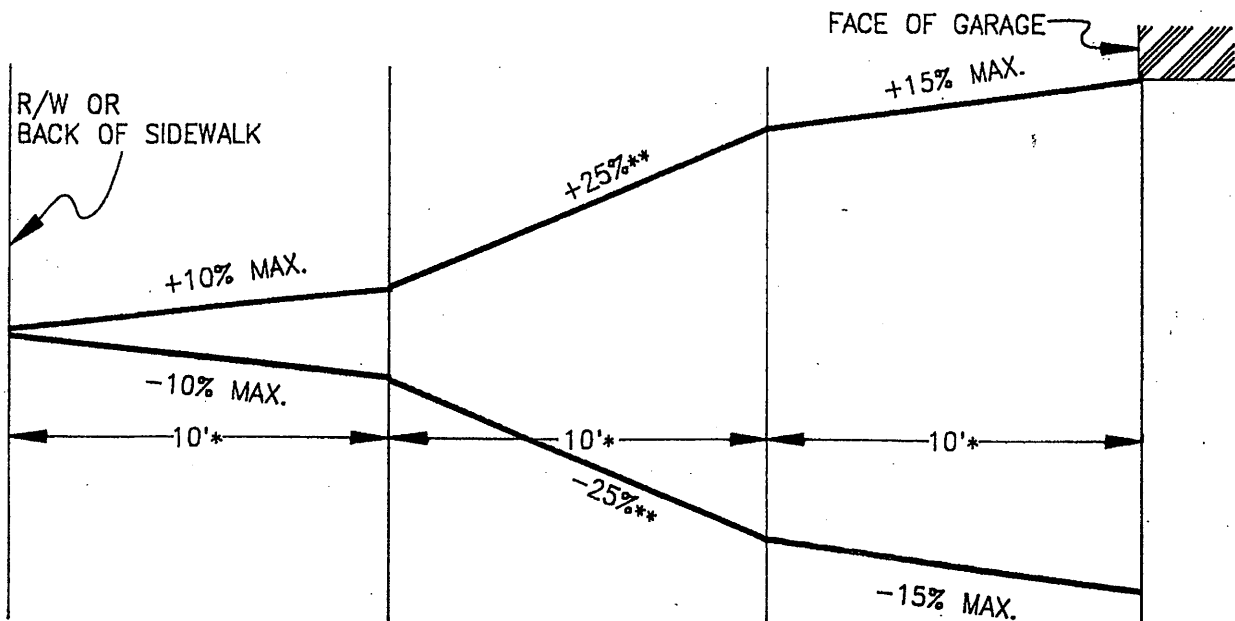
			CITY OF HAYWARD ENGINEERING DIVISION	
			DRAWN BY: F. MORALES	DATE MAY 17, 1993
			CHECKED BY: T.M.	SCALE: NONE
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REV	DATE	BY	CITY ENGINEER	DIR. PUBLIC WORKS

STANDARD DRIVEWAY LOCAL & COLLECTOR STREETS

DWG. NO.	SD-109
FILED	6-15-93
SHT.	2 OF 3



FOR DRIVEWAYS LESS THAN 30' FROM R/W OR BACK OF WALK TO GARAGE



FOR DRIVEWAYS 30' OR MORE FROM R/W OR BACK OF WALK TO GARAGE

* MINIMUM DIMENSION

** STEEPER GRADES SUBJECT TO APPROVAL BY THE CITY ENGINEER

NOTE:

1. IF DRIVEWAY EXCEEDS 100', APPROVAL IS SUBJECT TO ANY CONDITION MANDATED BY THE FIRE MARSHAL.
2. A VERTICAL CURVE ACCEPTABLE TO THE CITY ENGINEER SHALL BE PROVIDED AT ALL GRADE BREAKS.

DRIVEWAY GRADES

			CITY OF HAYWARD ENGINEERING DIVISION		STANDARD DRIVEWAY LOCAL & COLLECTOR STREETS		DWG. NO. SD-109			
			DRAWN BY: F. MORALES				DATE: MARCH, 1993		FILED 6-15-93	
			CHECKED BY: <i>T.M.</i>				SCALE: NONE			
			APPD. BY: <i>R.H.</i>				APPROVED: <i>[Signature]</i>			
REV	DATE	BY	CITY ENGINEER		DIR. PUBLIC WORKS		SHT. 3 OF 3			

Exhibit A

City of Hayward Construction & Demolition Debris Recycling Statement

Ten days before starting ANY demolition or construction, Contractor must submit this form to the project engineer. Allow 5 days for review. Each Statement must show that all waste generated as a result of the project will be recycled or salvaged, except garbage. Keep all weight tags documenting tons recycled or landfilled, as they are required at the end of the project. The project name, number, and tonnage or cubic yards shall be shown on all weight tags. Use receipts from your previous jobs for estimates, where possible. Conversion rates for common construction materials and information about complying with the City's contract with Waste Management, Inc. is on page 2 of this Exhibit. A Builder's Guide to Reuse and Recycling is attached to the bid package (for the bidder to retain) to assist in completing this form. Please call 510-583-4725 if you have any questions.

Project Name/Number: _____				
Phase/Type of Project Covered by this Statement: ☐ Demolition ☐ Construction				
Contact Name: _____ Phone & Fax: _____				
Anticipated start and completion dates: _____				
Please indicate estimated quantities by material, the proposed processing method(s) and the vendor selected.				
Material	Estimated Amount (Tons or Yards)			Vendor or Facility to be Used
	To Be Recycled	To Be Salvaged	To Be Landfilled	
Asphalt/Concrete				
Brick/Masonry/Tile				
Building Materials (doors, windows, cabinets, fixtures)				
Corrugated cardboard				
Dirt/Clean Fill				
Drywall				
Padding – Carpet/Foam				
Scrap Metals				
Unpainted Wood/pallets/Green Waste				
Mixed Construction & Demolition Materials				
Garbage – Painted Wood / Trash	Not Appl.	Not Appl.		
TOTALS				

If no materials are targeted for recycling, reuse, or salvage, please state why on the reverse side of this form.

For City use only:	Project No.	_____	
	Approved	_____	Not Approved _____
	Waived	_____	Staff Initials _____
Rev: 3-3-04			

**Conversion Rates
For Common Construction Materials**

Material	Pounds/ Cubic Yard	Tons Cubic Yard	Cubic Yards/ Ton
Asphalt/Concrete	1400 lbs./cy	0.7 tons/cy	1.4 cy/ton
Corrugated Cardboard	100 lbs./cy	0.05 tons/cy	20 cy/ton
Drywall	500 lbs/cy	0.25 tons/cy	4 cy/ton
Mixed Construction & Demolition Materials	350 lbs./cy	0.175 tons/cy	5.7 cy/ton
Wood	300 lbs./cy	0.15 tons/cy	6.7 cy/ton

Source: Resource Efficient Building (1994), Metro Solid Waste Department, Portland, Oregon

Compliance with City's Contract with Waste Management, Inc. Required

In order to comply with the City's franchise agreement with Waste Management of Alameda County, the Contractor must remove the construction and demolition materials from the site in one of the following ways:

1. The Contractor removes the materials as an incidental part of a total construction, remodeling, or demolition service offered by himself, (rather than as a separately contracted or subcontracted hauling service) using debris boxes or similar containers; or
2. The Contractor removes the materials by directly loading it onto a fixed body vehicle and hauling it directly to a recycling facility that holds all applicable permits.

In addition, loads of mixed recyclables, such as wood, metal, corrugated cardboard and concrete, must not contain more than 5%, by weight, of non-recyclable materials.

IF NO MATERIALS WERE TARGETED FOR RECYCLING, REUSE, OR SALVAGE, PLEASE STATE WHY HERE:

Exhibit B

**City of Hayward
Construction & Demolition Debris Recycling Summary Report
Complete this form with Weight Tags or Receipts at the Conclusion of the Project**

Contractor must submit this form and provide it to the project engineer at the conclusion of every project. Allow 5 days for review. The form shall show diversion of all waste generated as a result of the project. Weight tags are required for all quantities recycled, salvaged, and landfilled. The project name, number, and tonnage or cubic yards shall be shown on all weight tags. Conversion rates for common construction materials and information about complying with the City's contract with Waste Management, Inc. is on the reverse side (page 4) of this Exhibit. A Builder's Guide to Reuse and Recycling is attached to the bid package to assist in completing this form. Please call 510-583-4725 if you have any questions.

Project Name/Number: _____				
Phase/Type of Project Covered by this Statement: ☐ Demolition ☐ Construction				
Contact Name: _____ Phone & Fax: _____				
Anticipated start and completion dates: _____				
Please indicate estimated quantities by material, the proposed processing method(s) and the vendor selected.				
Material	Actual Amount (Tons or Yards)			Vendor or Facility Used
	Recycled	Salvaged	Landfilled	
Asphalt/Concrete				
Brick/Masonry/Tile				
Building Materials (doors, windows, cabinets, fixtures)				
Corrugated cardboard				
Dirt/Clean Fill				
Drywall				
Padding -- Carpet/Foam				
Scrap Metals				
Unpainted Wood/pallets/Green Waste				
Mixed Construction & Demolition Materials				
Garbage -- Painted Wood / Trash	Not Appl.	Not Appl.		
TOTALS				

If no materials were targeted for recycling, reuse or salvage, please state why on the reverse side of this form.

For City use only:	Project No. _____	
	Approved _____	Not Approved _____
	Waived _____	Staff Initials _____
Rev: 3-3-04		

Conversion Rates For Common Construction Materials

Material	Pounds/ Cubic Yard	Tons Cubic Yard	Cubic Yards/ Ton
Asphalt/Concrete	1400 lbs/cy	0.7 tons/cy	1.4 cy/ton
Corrugated cardboard	100 lbs/cy	0.05 tons/cy	20 cy/ton
Drywall	500 lbs/cy	0.25 tons/cy	4 cy/ton
Mixed Construction & Demolition Materials	350 lbs/cy	0.175 tons/cy	5.7 cy/ton
Wood	300 lbs/cy	0.15 tons/cy	6.7 cy/ton

Source: Resource Efficient Building (1994), Metro Solid Waste Department, Portland, Oregon

Compliance with City's Contract with Waste Management, Inc. Required

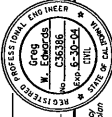
In order to comply with the City's franchise agreement with Waste Management of Alameda County, the Contractor must remove the construction and demolition materials from the site in one of the following ways:

1. The Contractor removes the materials as an incidental part of a total construction, remodeling, or demolition service offered by himself, (rather than as a separately contracted or subcontracted hauling service) using debris boxes or similar containers; or
2. The Contractor removes the materials by directly loading it onto a fixed body vehicle and hauling it directly to a recycling facility that holds all applicable permits.

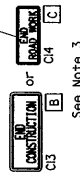
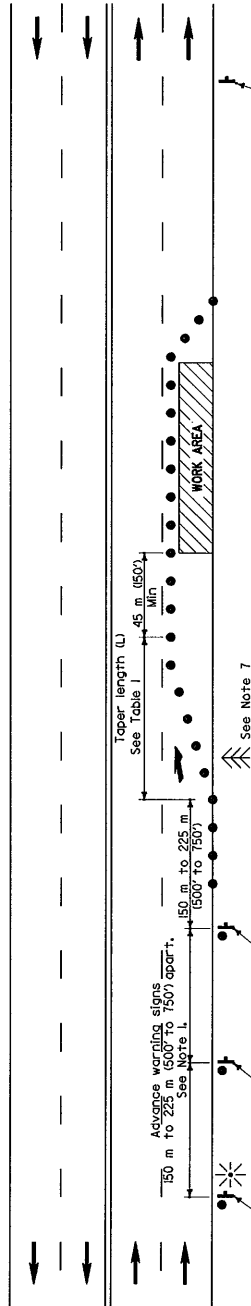
In addition, loads of mixed recyclables, such as wood, metal, corrugated cardboard and concrete, must not contain more than 5%, by weight, of non-recyclable materials.

IF NO MATERIALS WERE TARGETED FOR RECYCLING, REUSE, OR SALVAGE, PLEASE STATE WHY HERE:

DIST	COUNTY	ROUTE	KILOMETER POST NO.	SHEET TOTAL


 JULY 1, 2002
 The State of California or its officers or agents shall not be responsible for the accuracy or completeness of information contained in this plan sheet.
 Callings now has a web site. To get to the web site, go to: <http://www.dwg.com>

TYPICAL LANE CLOSURE



- SIGN PANEL SIZE (Min)**
- A 914 mm x 914 mm (36" x 36")
 - B 1219 mm x 457 mm (48" x 18")
 - C 914 mm x 457 mm (36" x 18")
 - D 762 mm x 762 mm (30" x 30")

- LEGEND**
- Traffic Cone
 - ↑ Portable Sign
 - Direction of Travel
 - ⇄ Flashing Arrow Sign
 - ✱ Portable Flashing Beacon

TABLE 1

Approach Speed	Taper Length	Number of Cones for Taper	Spacing of Cones
0-40 km/h (0-25 mph)	38m (125')	6	7.5 m (25')
40-65 km/h (25-40 mph)	58 m (190')	9	12 m (40')
65-80 km/h (40-50 mph)	183 m (600')	13	15 m (50')
Over 80 km/h (50 mph)	See Note 9		

* Based on 3.6 (12') wide lane. This column is also appropriate for widths less than 3.6 m (12')

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE ON MULTILANE CONVENTIONAL HIGHWAYS

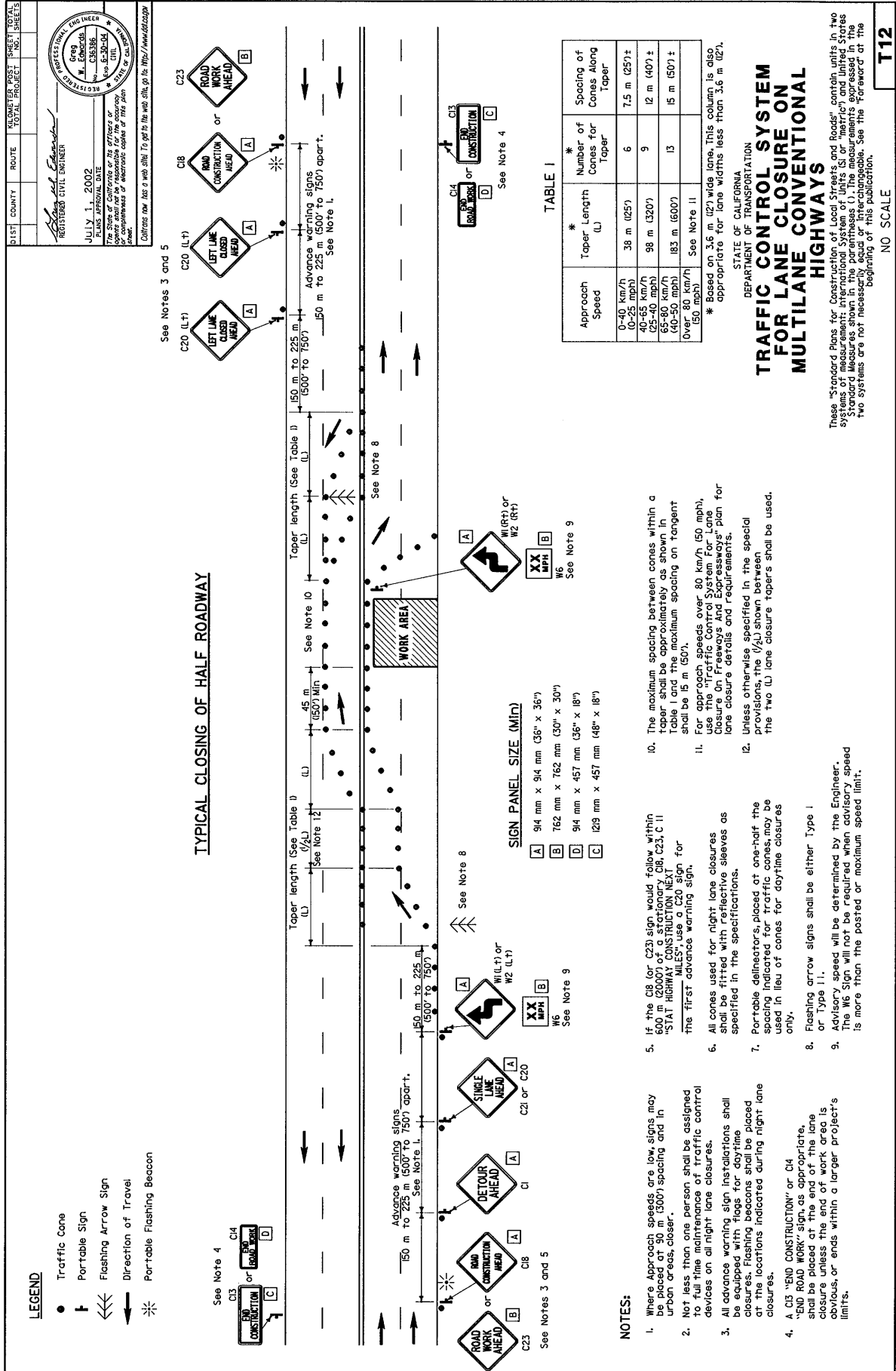
These "Standard Plans for Construction of Local Streets and Roads" contain units in two systems of measurement: International System of Units (SI) or "metric" and United States Standard Measures shown in the parentheses ('). The measurements expressed in the United States Standard Measures are not necessarily exact equivalents of the metric measurements. See the Foreword at the beginning of this publication.

NO SCALE

T11

NOTES:

- Where approach speeds are low, signs may be placed at 90 m (300') spacing, and in urban areas, closer.
- All advance warning sign installations shall be equipped with flags for daytime closures. Flashing beacons shall be placed at the locations indicated for nighttime closures.
- A C18 "END CONSTRUCTION" or C23 "END ROAD WORK" sign, as appropriate, shall be placed at the end of the lane closure, unless the end of work area is obvious, or ends within a larger project's limits.
- If the C18 (or C23) sign would follow within 600 m (2000') of a stationary C18, C23, or C11 "STATE HIGHWAY CONSTRUCTION NEXT _____ MILES" sign, use a C20 sign for the first advance warning sign.
- All cones used for night lane closures shall be fitted with reflective sleeves as specified in the specifications.
- Portable delineators, placed at one-half the spacing indicated for traffic cones, may be used in lieu of cones for daytime closures only.
- Flashing arrow sign shall be either Type I or Type II.
- The minimum spacing between cones in a taper shall be approximately as shown in Table 1 and 15 m (50') maximum spacing on tangent.
- For approach speeds over 80 km/h (50 mph), use the "LANE REDUCTION AHEAD" sign as specified in the "and Expressways" plan for lane closure details and requirements.
- Where specified in the special provisions, a "LANE REDUCTION AHEAD" sign is to be used in place of the C20 "RIGHT LANE CLOSED AHEAD" sign.



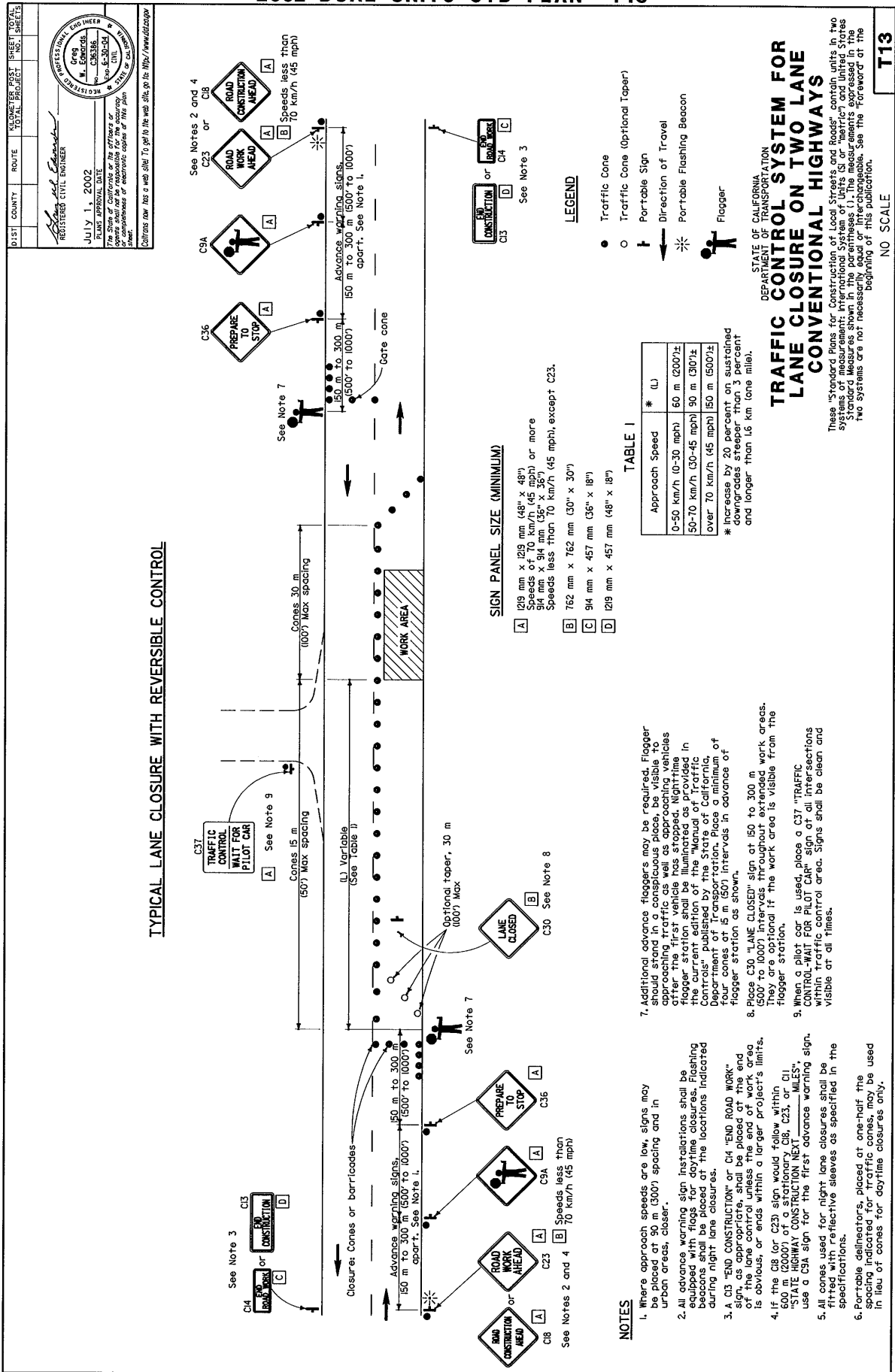
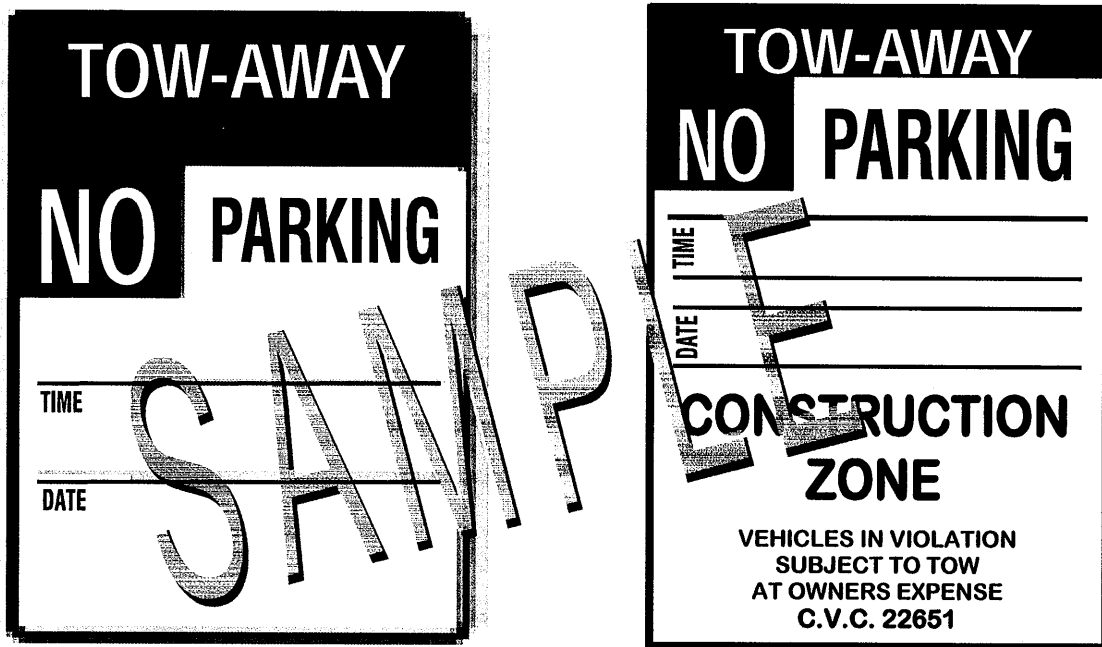


EXHIBIT D

**Sample
Temporary “No Parking” Signs**



Temporary “No Parking” signs shall conform the following requirements, as shown in this Exhibit, and as specified in the special provisions:

- MATERIAL: Poly-coated cardboard
- SIZE: 12” x 18”
- COLOR: Red and White

PROPOSAL TO THE CITY COUNCIL OF THE CITY OF HAYWARD

for

**Sidewalk Rehabilitation and Wheelchair Ramps FY10
Project Nos. 5103 and 5113**

Name of Bidder: _____

Business Address: _____

City: _____ Zip Code: _____

Phone No.: _(_____)_____ Fax No.: _(_____)_____

* * * * *

LOCATION

The work to be done and referenced to herein is in the City of Hayward or the adjacent vicinity, State of California, and extends over property owned or controlled by the City of Hayward, and is to be constructed in accordance with special provisions (including the payment of not less than the minimum wage rates referred to in the special provisions) and the contract annexed hereto and also in accordance with adopted Standard Specifications, Standard Plans and Standard Details of the City of Hayward, which are hereby specially referred to and by such reference made a part hereof.

The work to be done is shown upon plans entitled:

Drawing No.
E-1938

Title
Sidewalk Rehabilitation and Wheelchair Ramps FY10

TO THE CITY COUNCIL, CITY OF HAYWARD

The undersigned, as bidder, does hereby declare that the only persons or parties interested in this proposal are the undersigned and this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes and agrees, if this proposal is accepted, that he will contract with the City of Hayward, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus, and other means of construction and to do all the work and furnish all the materials specified in the contract, in the manner and the time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefor the amounts shown on the following unit price schedule, to wit:

BID SHEET**CITY OF HAYWARD****PROJECT TITLE: Sidewalk Rehabilitation & Wheelchair Ramps FY10****PROJECT NOS. 5103 & 5113**

ITEM No.	ITEM DESCRIPTION	APPROX. QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL (In Figures)
1	Remove and Replace Concrete Sidewalk	19,120	SF		
2	Remove and Replace Concrete Driveway and Conforms	5,035	SF		
3	Remove and Replace Standard Concrete Curb and 18" Gutter	1,242	LF		
3	Remove and Replace Concrete Curb and 24" Gutter	122	LF		
3	Remove and Replace Concrete Curb and 48" Gutter	88	LF		
4	6-Inch Deep AC Conform	4,356	SF		
6	Remove Plain or Exposed Aggregate Concrete & Brick Tile	1,438	SF		
8	15-Gallon Tree	7	EA		
9	Root Barrier Installation	70	LF		
10	Turf (Sod)	647	SF		
11	In-Place Compacted Topsoil	7	CY		
12	Tree Removal	3	EA		
13	Stump and Root Removal	1	EA		
14	Extraordinary Root Removal	5	EA		
15	Root Prune Existing Tree	111	EA		
16	Tree Trimming	111	EA		
17	Irrigation Pipe and Sprinkler Heads	5	LF		
18	Concrete Curb Ramp	7,500	SF		
19	Grind AC Pavement	250	SF		
20	Recycling Implementaiton	1	LS		
21	Administrative Change Orders	1	LS	\$ 25,000.00	\$25,000.00
TOTAL BID					

BIDDER**DATE**

DIRECTIONS TO BIDDERS:

The following are directions to bidders by the City of Hayward and this proposal is made with reference to them:

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

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

In case of discrepancy between the item price and the total set forth for the item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items, is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

- (1) As to lump sum items, the amount set forth in the "Total" column shall be the item price.
- (2) As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

All questions concerning bids are to go to the City Project Engineer designated on the cover of the Specifications, and any changes to the Contract Documents shall be made by addendum.

The bidder's attention is directed to Section 2, "Proposal Requirements and Conditions," of these special provisions regarding submittal of proposal on City furnished forms.

If this proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give the two bonds in the sums to be determined as aforesaid, with surety satisfactory to the City of Hayward, within ten (10) days, not including Sundays and legal holidays, after the bidder has received notice from the City of Hayward that the contract has been awarded, the City of Hayward may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of Hayward.

INSTRUCTION FOR LISTING SUBCONTRACTORS

In conformance with Section 5-1.12, "Subcontracting," of the special provisions, the bidder shall list the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime Contractor's total bid. The bidder shall list only one subcontractor for each portion as is defined by the prime Contractor in his or her bid. The bidder also shall provide information about the listed subcontractor(s) identifying: their State Contractor's license number and all classifications; the work subcontracted; and the subcontract amount.

The required information shall be reported on the "List of All Subcontractors and Suppliers" form on proposal pages P-5 and P-6. Bidders are cautioned that nonsubmittal of required information constitutes grounds for rejection of the bid. It is not required to list suppliers to the forms on pages P-5 and P-6 unless the suppliers are being listed for DBEs or WBEs purposes (See DBE and WBE information below). The DBE/WBE suppliers' participation percentage shall be calculated per instructions shown on pages P-5 and P-6.

The City of Hayward requests that any bidder who utilizes Disadvantaged Business Enterprise (DBE) and Women Business Enterprise (WBE) subcontractors also provide the DBE/WBE information in the same form on proposal pages P-5 and P-6. The requested information includes DBE/WBE amounts, the DBE/WBE ethnicity, and the resource list from which the firm is certified. Acceptable DBE/WBE resource lists are noted in Section 2-1.05, "Resource Lists for This Project," of these special provisions.

LIST OF ALL SUBCONTRACTORS AND SUPPLIERS **(INCLUDING BIDDER'S DBE AND WBE VOLUNTARY PARTICIPATION INFORMATION)**

CITY OF HAYWARD
PROJECT TITLE: Sidewalk Rehabilitation and Wheelchair Ramps FY10
BID OPENING: June 15, 2010

BIDDER'S NAME: _____

BIDDER'S ADDRESS: _____

BIDDER'S DBE/WBE STATUS: (INDICATE YES OR NO) **DBE:** _____ **WBE:** _____

PERSON COMPLETING THIS FORM _____ **PHONE NO: ()** _____

SUBCONTRACTOR/SUPPLIER		DESCRIPTION OF PORTION OF WORK SUBCONTRACTED OR SUPPLIED		SUPPLY OR SUBCONTRACT AMOUNT	DBE ¹ DOLLAR AMOUNT CLAIMED	WBE ¹ DOLLAR AMOUNT CLAIMED	ETHNICITY (E) RESOURCE LIST (RL)	DBE/WBE ²
(BIDDER MUST COMPLETE BOTH PAGES P-5 & P-6)								
NAME: _____							E	
CITY: _____							RL	
TEL. # _____ LIC. # _____		Supplier - Yes No						
NAME: _____							E	
CITY: _____							RL	
TEL. # _____ LIC. # _____		Supplier - Yes No						
NAME: _____							E	
CITY: _____							RL	
TEL. # _____ LIC. # _____		Supplier - Yes No						
NAME: _____							E	
CITY: _____							RL	
TEL. # _____ LIC. # _____		Supplier - Yes No						
NAME: _____							E	
CITY: _____							RL	
TEL. # _____ LIC. # _____		Supplier - Yes No						
NAME: _____							E	
CITY: _____							RL	
TEL. # _____ LIC. # _____		Supplier - Yes No						

¹ SUPPLIERS WHO ARE NOT MANUFACTURERS WILL COUNT 60 PERCENT OF THEIR VALUE FURNISHED.
 TRUCK BROKERS WHO DO NOT HAVE A SIGNED CONTRACT WITH DBE AND WBE TRUCKERS WILL COUNT 60 PERCENT OF THE VALUE FURNISHED.

² THE RESOURCE LISTS ACCEPTABLE FOR THIS PROJECT ARE NOTED IN SECTION 2-1.05, "RESOURCE LISTS FOR THIS PROJECT."

**LIST OF ALL SUBCONTRACTORS AND SUPPLIERS
(INCLUDING BIDDER'S DBE AND WBE VOLUNTARY PARTICIPATION INFORMATION)**

PAGE 2 of 2

SUBCONTRACTOR/SUPPLIER (BIDDER MUST COMPLETE BOTH PAGES P-5 & P-6)		DESCRIPTION OF PORTION OF WORK SUBCONTRACTED OR SUPPLIED	SUPPLY OR SUBCONTRACT AMOUNT	DBE ¹ DOLLAR AMOUNT CLAIMED	WBE ¹ DOLLAR AMOUNT CLAIMED	DBE/WBE ² ETHNICITY (E) RESOURCE LIST (RL)
NAME: -----						E -----
CITY: -----						RL -----
TEL. # -----	LIC. # -----	Supplier - Yes _____ No _____				
NAME: -----						E -----
CITY: -----						RL -----
TEL. # -----	LIC. # -----	Supplier - Yes _____ No _____				
NAME: -----						E -----
CITY: -----						RL -----
TEL. # -----	LIC. # -----	Supplier - Yes _____ No _____				
NAME: -----						E -----
CITY: -----						RL -----
TEL. # -----	LIC. # -----	Supplier - Yes _____ No _____				
NAME: -----						E -----
CITY: -----						RL -----
TEL. # -----	LIC. # -----	Supplier - Yes _____ No _____				
NAME: -----						E -----
CITY: -----						RL -----
TEL. # -----	LIC. # -----	Supplier - Yes _____ No _____				
NAME: -----						E -----
CITY: -----						RL -----
TEL. # -----	LIC. # -----	Supplier - Yes _____ No _____				
NAME: -----						E -----
CITY: -----						RL -----
TEL. # -----	LIC. # -----	Supplier - Yes _____ No _____				
TOTAL DBE/WBE DOLLAR AMOUNT \$ _____ \$ _____						
TOTAL BID (EXCLUDING ACO \$ 25,000) \$ _____ \$ _____						
TOTAL DBE/WBE PERCENTAGE _____ %						

¹ SUPPLIERS WHO ARE NOT MANUFACTURERS WILL COUNT 60 PERCENT OF THEIR VALUE FURNISHED

TRUCK BROKERS WHO DO NOT HAVE A SIGNED CONTRACT WITH DBE AND WBE TRUCKERS WILL COUNT 60 PERCENT OF THE VALUE FURNISHED.

2 THE RESOURCE LISTS ACCEPTABLE FOR THIS PROJECT ARE NOTED IN SECTION 2-1.05, "RESOURCE LISTS FOR THIS PROJECT."

BIDDER'S NAME (PRINT)

SIGNATURE OF BIDDER

DATE _____

The undersigned encloses herewith bidder's bond, certified check, or cashier's check No. _____ of the _____ Bank, for \$_____, which is not less than ten percent (10%) of this bid, payable to the City of Hayward, which is given as a guarantee that the undersigned will enter into the contract if awarded the work.

The undersigned hereby certifies that this bid is genuine and not a sham or collusive or made in the interest or in behalf of any person not herein named and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought by collusion, to secure for itself an advantage of any other bid.

Nature of firm (corporation, partnership, individual, etc.) and names of individual members of the firm, or names and titles of officers of the corporation.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

If a corporation, organized under the laws of the State of _____.

Licensed in California in accordance with an act providing for the registration of Contractors, License No. _____, Class _____.

ADDENDA

This Proposal is submitted with respect to the changes to the plans and specifications included in addendum number/s.

(Fill in addendum number/s if addenda have been received.)

Warning

If an addendum or addenda have been issued by the City and not noted above as being received by the bidder, this Proposal may be rejected.

Signature: _____
and
Address: _____

Date: _____

BIDDER'S BOND TO ACCOMPANY PROPOSAL

Know all men by these presents:

That we, _____, as principal and, _____ as corporate surety, duly authorized to issue bonds in the State of California, are held firmly bound unto the CITY OF HAYWARD in the sum of _____ dollars (\$_____), to be paid to the said City or its certain attorney, its successors, and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the certain proposal of the above-bounden _____ to construct **Sidewalk Rehabilitation and Wheelchair Ramps FY10** dated _____, is accepted by the CITY OF HAYWARD, and if the above-bounden _____, his heirs, executors, administrators, successors, and assigns shall duly enter into and execute a contract for such construction, and shall execute and deliver the two bonds described along with the executed contract within ten (10) days, not including Sundays and legal holidays, from the date of notification that contract was awarded to the above-bounden _____ by and from the said City of Hayward, that said contract is ready for execution, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this _____ day of _____, 20__.

**AFFIRMATION OF NON-INVOLVEMENT IN
DEVELOPMENT OR PRODUCTION OF NUCLEAR WEAPONS**

The respondent to a City of Hayward Request for Proposal or recipient of a City of Hayward Purchase Order/Contract hereby certifies:

- 1) That it understands that City of Hayward Ordinance No. 87-024 C.S. prohibits award of contract to, or purchase of goods or services from, "any person, which is knowingly or intentionally engaged in the development or production of nuclear weapons."
- 2) That it understands the ordinance defines "Nuclear Weapon" as "any device the intended explosion of which results from the energy released by fission or fusion reactions involving atomic nuclei."
- 3) That it understands the ordinance defines "Person" as "any person, private corporation, institution or other entity..."

As the owner or company official of the firm identified below, I affirm that this company is not knowingly or intentionally engaged in such development or production.

(Print/Type Company Name)

(Print/Type Official Name & Title)

(Company Address)

(Signature of Company Official)

(City/State/Zip Code)

(Date)

CONTRACT

THIS CONTRACT, dated for convenience this _____ day of _____ 2010, by and between

hereinafter referred to as "Contractor," and the CITY OF HAYWARD, a municipal corporation located in the County of Alameda, State of California, hereinafter referred to as "City,"

WITNESSETH:

That for and in consideration of the promises and agreements hereinafter made and exchanged the City and the Contractor agree as follows:

Contractor will furnish the necessary labor, materials, tools, and equipment and perform all the work required for

Sidewalk Rehabilitation and Wheelchair Ramps FY10

Project Nos. 5103 & 5113

in accordance with the plans and special provisions for said project, and also in accordance with the adopted Standard Specifications, Standard Plans and Standard Details of the City of Hayward, all of which are on file in the office of the City Clerk of said City of Hayward, and the proposal of said Contractor filed in the office of said City Clerk on _____, which plans, special provisions, standard specifications, standard plans, standard details, and proposal are hereby referred to for further particulars and by such reference made a part hereof.

In the performance of the work and the furnishing of labor in connection therewith, it is understood and agreed that all of the rights, duties, and obligations imposed upon Contractor by Division 2, Part 7, Chapter 1 of the Labor Code of the State of California (Sections 1720 to 1861) shall be applicable.

For convenience only and not to limit the application of the aforesaid State Labor Code provisions, the following of said provisions have particular application:

Article 1 - "Scope and Operation" (1720-1740)

Article 2 - "Wages" (1770-1780)

Article 3 - "Working Hours" (1810-1815)

Article 5 - "Securing Workers' Compensation" (1860-1861)

The Contractor shall carry Workers' Compensation insurance and require all subcontractors to carry Workers' Compensation insurance, as required by Section 3700 of the Labor Code of the State of California.

The Contractor and his subcontractors shall pay their employees not less than the minimum prevailing wage rates predetermined by the Director of the Department of Industrial Relations, which rates are filed in the Office of said City Clerk, incorporated herein by this reference and made a part hereof.

The City shall pay to Contractor the price or prices stated, specified and set forth in the bid or bids of Contractor. Payment shall be made by City to Contractor in progress payments in amounts and at the time set forth in said specifications.

IN WITNESS WHEREOF, the said Contractor has executed this contract, and the City of Hayward, by and through its City Manager, so authorized to act, has caused the same to be executed.

(Print/Type Company Name)

(Print/Type Name of Company Official)

Signature of Company Official

CITY OF HAYWARD
a municipal corporation,

APPROVED AS TO FORM:

Michael Lawson
City Attorney

BY: _____
Frances David
City Manager

Robert A. Bauman
Director of Public Works

ATTEST: _____
Miriam Lens
City Clerk

CONTRACT BOND
(Labor and Materials)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of Hayward, a municipal corporation, hereinafter designated "City" and hereinafter designated "Principal," have entered into, each with the other, a contract dated _____, which contract was authorized to be executed for and on behalf of said City by Resolution No. _____ of the City Council of the City of Hayward, duly adopted _____, which contract is on file in the office of the City Clerk of the City of Hayward, reference to which is hereby made, and which is hereby incorporated herein and made a part hereof, and

WHEREAS, said Principal has agreed and is obligated by the terms of said contract to do and perform certain work and to discharge and perform and carry out certain other obligations in said contract in accordance with the terms and provisions of said contract, with the plans and specifications adopted therefor and incorporated therein and now on file with and in the office of the City Clerk of the City of Hayward, and with all applicable ordinances, rules, and regulations of the City of Hayward, and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the payment for labor performed and materials furnished for the aforesaid work and for amounts due under the Unemployment Insurance Act of the State of California with respect to such work,

NOW THEREFORE, we, said Principal, as Principal, and

a corporation, duly organized and existing under the laws of the State of _____, and duly authorized to transact business in the State of California, as Surety, are held and firmly bound to all persons furnishing any materials or supplies used in, upon, for, or about the performance of the aforesaid work under the aforesaid contract, and all persons performing any work or labor of any kind thereon, and all persons entitled to receive any sums of money due under the Unemployment Insurance Act of the State of California with respect to such work or labor, and all other persons, if any, entitled to file claims under Title 15 (commencing with Section 3082), Part 4, Division 3, of the Civil Code of the State of California with respect to such materials, supplies, work, or labor, said persons collectively referred to hereinafter as "Obligees," in the sum of

(\$ _____), lawful money of the United States of America, to be paid to said Obligees, for the payment of which sum well and truly to be made we and each of us bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said principal or his subcontractors shall fail to pay for any materials or supplies used in, upon for or about the performance of the aforesaid work under the aforesaid contract or for any work or labor of any kind thereon, or for any sums of money due under the Unemployment Insurance Act of the State of California with respect to such work or labor, or for any sums of money due persons entitled to file claims under Title 15 (commencing with Section 3082), Part 4, Division 3, of the Civil Code of the State of California with respect to such materials, supplies, work, or labor, the aforesaid Surety will pay the same in an amount not to exceed the sum of this bond specified above.

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 the work to be performed thereunder or the plans and specifications accompanying the same shall in any wise affect its obligation on this bond, and it hereby waives notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the plans and specifications.

Surety, by the execution of this bond, represents and warrants that this bond has also been duly executed by said Principal with proper authority, and Surety hereby waives any defense which it might have by reason of any failure of Principal to execute or properly execute this bond.

In the event suit is brought upon this bond and judgment is recovered by Obligees, Principal, and Surety, jointly and severally, shall be liable to Obligees for court costs and for reasonable attorney's fees as an additional obligation under this bond. In the event that City is named as a defendant in said suit, Principal and Surety, jointly and severally, shall indemnify and defend City, and shall be liable for court costs and attorney's fees as an additional obligation under this bond.

IN WITNESS WHEREOF, this bond has been executed by the aforesaid Principal and Surety on _____.

Surety

Principal

Approved as to form: _____, City Attorney

Acknowledgment--Surety Company Attorney-in-Fact

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 2010, before me, _____, a Notary Public in and for said state, personally appeared _____, personally known to me (or 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 their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) 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 _____
Notary Public, State of California

CONTRACT BOND
(Faithful Performance)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City of Hayward, a municipal corporation, hereinafter designated "Obligee,"
and

hereinafter designated "Principal," have entered into, each with the other, a contract dated _____,
which contract was authorized to be executed for and on behalf of said Obligee by Resolution No. ____
of the City Council of the City of Hayward, duly adopted _____, which contract is on file in
the office of the City Clerk of the City of Hayward, reference to which is hereby made, and which is
hereby incorporated herein and made a part hereof, and

WHEREAS, said Principal has agreed and is obligated by the terms of said contract to do
and perform certain work and to discharge and perform and carry out certain other obligations in said
contract in accordance with the terms and provisions of said contract, with the plans and
specifications adopted therefor and incorporated therein and now on file with and in the office of the
City Clerk of the City of Hayward, and with all applicable ordinances, rules and regulations of the City
of Hayward, and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for
faithful performance of said contract,

NOW THEREFORE, we, said Principal, as Principal, and

a corporation, duly organized and existing under the laws of the State of _____,
and duly authorized to transact business in the State of California, as Surety, are held and firmly
bound to said Obligee in the sum of

(\$ _____), lawful money of the United States of America, to be paid to said Obligee,
for the payment of which sum well and truly to be made we and each of us bind ourselves and our
heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these
presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, if the above-bounden Principal, or
his successors or assigns, shall in all things stand to and abide by and well and truly keep and
perform each and all of the covenants, terms, conditions, and obligations in said contract on the
Principal's part to be kept and performed, and any and all alterations thereof made as therein
provided, at the time and in the manner therein specified, and shall release, defend, hold harmless,
and indemnify Obligee and its officers, employees, and agents as therein specified, then this
obligation shall be reduced to an amount equivalent to ten percent (10 percent) of the original value of
the bond, which amount shall warrant and guarantee the work for a period of one-year from the date
of acceptance of the work.

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 the work to be performed thereunder, or the
plans and specifications accompanying the same shall in any wise affect its obligation on this bond,
and it hereby waives notice of any such change, extension of time, alteration, or addition to the terms
of the contract, or to the work or to the plans and specifications.

Surety, by the execution of this bond, represents and warrants that this bond has also been duly executed by said Principal with proper authority, and Surety hereby waives any defense which it might have by reason of any failure of Principal to execute or properly execute this bond.

In the event suit is brought upon this bond and judgment is recovered by Obligee, Principal and Surety, jointly and severally, shall be liable to Obligee for court costs and for reasonable attorney's fees.

IN WITNESS WHEREOF, this bond has been executed by the aforesaid Principal and Surety on _____.

Surety

Principal

Approved as to form: _____, City Attorney

Acknowledgment-Surety--Company Attorney-in-Fact

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 2010, before me, _____, a Notary Public in and for said state, personally appeared _____, personally known to me (or 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 their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) 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 _____
Notary Public, State of California