

City of San Leandro
NOTICE
INVITATION FOR BIDS
Bid No. 01-02.039

Tree Grate Installation 2002 Re-bid

Notice is hereby given that sealed bids will be received at the Purchasing Office, until Thursday, May 9, 2002, at 3:00 p.m. local time, at which time they will be publicly opened and read for furnishing all labor, materials and equipment, and performing all work necessary and incidental for Tree Grate Installation 2002 Re-bid. The work to be done consists of saw cutting, removing and disposing of concrete sidewalk, and installation of cast iron tree wells and doing all appurtenant work in place and ready for use in accordance with the Invitation for Bids, and the Tree Grate Specifications incorporated herein.

Bids shall be delivered and addressed to the City of San Leandro Purchasing Supervisor, 835 E. 14th Street, San Leandro, California, 94577, and shall be labeled "Tree Grate Installation", **Thursday, May 9, 2002 3:00 p.m.** Any Bidder who wishes their bid to be considered is responsible for making certain that their bid is received in the Purchasing Office by the proper time. No oral, telegraphic, electronic, facsimile, or telephonic bids or modifications will be considered unless specified. Bids received after the scheduled Bid Submittal Deadline will be returned unopened. It is the responsibility of the Bidder to see that any bid submitted shall have sufficient time to be received by the Purchasing Office before the Bid Submittal Deadline. Late bids will be returned to the Bidder unopened.

The receiving time in the Purchasing Office will be the governing time for acceptability of bids. Bids will not be accepted by telephone or facsimile machine. Bids must bear original signatures and figures.

Specifications. Specifications may be examined and/or obtained at no charge at the Purchasing Office located in City Hall, 2nd floor, Room 215, or by calling 510-577-3376. Purchasing will send requested documents via USPS first class, or by Federal Express if potential bidder supplies us with a billing account number. The Invitation for Bids, including the bid form and bond forms, is available on the City's web site <http://www.ci.san-leandro.ca.us/purchasing/bids.htm> in PDF format.

Pre-Bid Conference. A pre-bid conference will be held at **10:00am on Friday, April 26, 2002 at the Public Works Service Center, 14200 Chapman Rd., San Leandro.** Bidders who are unable to attend the pre-bid conference should call the Purchasing Supervisor prior to the Bid Submittal Deadline.

Bid Security Bond. Each bid shall be accompanied by a certified check, cashier's check, or bid bond duly completed on the form provided herewith by a guaranty company authorized to carry on business in the State of California, in an amount equal to at least ten percent (10%) of the sum of the total amount bid, including any options.

INVITATION FOR BIDS - Continued

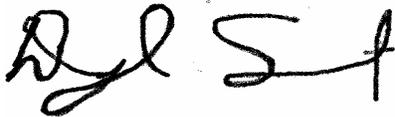
Said bond is payable without condition to the City of San Leandro as a guaranty that the Bidder, if awarded the contract, will promptly execute the contract in accordance with and in the manner and form required by these contract documents, will furnish the required performance bond, payment bond, and evidences of insurance, and enter into, execute, and deliver to the City the agreement on the form provided herewith, within ten (10) days after being notified in writing by the City that the award has been made and the agreement is ready for execution. The Bid Security shall be forfeited to the City of San Leandro as liquidated damages if Bidder fails or neglect to furnish, execute, and deliver the contract in accordance with the specifications.

Payment Bond. Upon execution of the contract, the Successful Bidder will be required to furnish a Payment Bond in an amount equal to one hundred percent (100%) of the total amount of the contract.

Performance Bond. Upon execution of the contract, the Successful Bidder will be required to furnish a Performance Bond in an amount equal to one hundred percent (100%) of the total amount of the contract.

Maintenance Bond. Upon completion of the work, contractor shall have in place a maintenance bond for the amount of the total contract for one (1) year, thus guaranteeing replacement and repair of any portion of the work which shall be deemed to need repair or replacement.

Substitution of Securities. The Contractor shall be permitted to substitute securities for any monies withheld by the City of San Leandro to ensure performance under this contract, such substitution to be subject to the limitations and requirements of Public Contract Code Section 22300.



Signature

Darryl R. Sweet
Purchasing Supervisor

Published: Daily Review

City of San Leandro

Tree Grate Installation 2002 Re-bid

Bid No. 01-02.039

INSTRUCTIONS TO BIDDER

BID FORMS. Bid must be submitted on preprinted Bid Forms supplied by the Purchasing Office or as downloaded from the Purchasing web site (address given above).

BID OPENING AND BID RESULTS. Bids are opened publicly in the Purchasing Office. Interested parties are invited to attend the bid opening. A tabulation of bids received will be available within a reasonable time after the bid opening. Bid results will be faxed or mailed to interested parties upon request and will be posted on the Purchasing web site.

BID SUBMITTAL DEADLINE. **The Bid Submittal Deadline is Thursday, May 9, 2002 3:00 p.m.** Bid must be submitted in sealed envelope and should be properly identified with the bid number and Bid Submittal Deadline. **Bids must arrive in the Purchasing Office, 835 E. 14th Street, San Leandro, California, 94577, by Thursday, May 9, 2002 at 3:00 p.m., local time.** Telephone, telegraphic, facsimile, electronic, and late bids will not be accepted or considered. It is the Bidders' responsibility to see that their bids have sufficient time to be received by the Purchasing Office before the Bid Submittal Deadline.

BID WITHDRAWAL. Bidders' authorized representatives may withdraw bids only by written request received by the Purchasing Supervisor before the Bid Submittal Deadline. After that time, Bidders may not withdraw their bids for a period of ninety- (90) days from the Bid Submittal Deadline. At no time may the successful Bidder withdraw their bid.

INFORMED BIDDERS. Before submitting bids, Bidders must fully inform themselves of the conditions, requirements and specifications of the work or materials to be furnished. Failure to do so will be at Bidders' own risk and they cannot secure relief on the plea of error.

LATE BIDS. Bids not received by the Bid Submittal Deadline are late. Late bids will be returned to Bidders unopened.

OFFERS OF MORE THAN ONE PRICE. Bidders may submit only one bid on this project. No alternate bids will be accepted.

PRICES, NOTATIONS, AND MISTAKES. All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person who signs bid. Prices shall be stated in units and quotations made separately on each item. In case of conflict, unit prices will govern. Where there is a conflict between words and figures, words will govern.

PIGGYBACK TERMS. The bid price, terms and conditions, and any provisions may be used by any agency for a similar project, if that agency and the vendor agree to honor them accordingly.

TERMS AND CONDITIONS

PAYMENT TERMS. Payment will be made in accordance with City of San Leandro progress payment and retention schedule to be negotiated with successful bidder.

QUESTIONS AND COMMENTS. Questions and comments regarding this solicitation must be submitted in writing, either by mail to the Purchasing Supervisor at 835 E. 14th Street, San Leandro, California, 94577, or by facsimile at 510-577-3312. General questions may be directed to the Purchasing Office by calling 510-577-3376. The Purchasing web site contains email addresses for the Purchasing Division, and questions may also be sent via email.

TERMS OF THE OFFER. City's acceptance of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the City. Bids offering terms other than those shown herein will be declared non-responsive and will not be considered.

ATTORNEY FEES. In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

BIDDER AGREEMENT TO TERMS AND CONDITIONS. Submission of a signed bid will be interpreted to mean Bidder has agreed to all the terms and conditions set forth in the pages of this solicitation.

CANCELLATION OF CONTRACT. The City may cancel this contract WITHOUT CAUSE at any time by giving thirty (30) days written notice to the supplier/contractor. The City may cancel this contract WITH CAUSE at any time by giving ten (10) days written notice to the supplier/contractor. Cancellation for cause shall be at the discretion of the City and shall be, but is not limited to, failure to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Bidder may not cancel this contract without prior written consent of the Purchasing Supervisor.

COMPLIANCE OR DEVIATION TO SPECIFICATIONS. Bidder hereby agrees that the material, equipment or services offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the Bidder's response. Bidder may submit an attachment entitled "Exceptions to Specifications", which must be signed by Bidder's authorized representative. An explanation must be made for each item to which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Bids failing to comply with this requirement will be considered non-responsive. Submittal of brochure or other manufacturer literature is desirable but shall not be an acceptable substitution for this requirement.

COMPLIANCE WITH LAWS. All bids shall comply with current federal, state, local and other laws relative thereto.

TERMS AND CONDITIONS-continued

FORCE MAJEURE. If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor shall notify the City, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

FORMATION OF CONTRACT. Bidder's signed bid and City's written acceptance shall constitute a binding contract.

LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the state of California. The parties stipulate that this contract was entered into in the county of Alameda, in the State of California. The parties further stipulate that the county of Alameda, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

NOMENCLATURES. The terms Successful Bidder, supplier, vendor, and contractor may be used interchangeably in this solicitation and shall refer exclusively to the person, company, or corporation with whom the City enters into a contract as a result of this solicitation.

REJECTION OF BIDS. The City reserves the right to reject any bids, all bids, or any part of a bid. The City reserves the right to reject the bid of any Bidder who previously failed to perform adequately for the City or any other governmental agency. The City expressly reserves the right to reject the bid of any Bidder who is in default on the payment of taxes, licenses, or other monies due the City of San Leandro.

SAFETY. All articles delivered under this contract must conform to the Safety Orders of the State of California, Division of Industrial Safety.

SELL OR ASSIGN. The successful Bidder shall not have the right to sell, assign, or transfer, any rights or duties under this contract without the specific written consent of the City.

SEVERABILITY. If any provisions, or portions of any provisions, of this contract are held invalid, illegal, or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

TAXES, FEDERAL EXCISE. The City is exempt from Federal Excise Tax.

TAXES, SALES. California Sales Tax should be shown separately on the Bid Form, when and where indicated.

WAIVER OF INFORMALITIES. The City reserves the right to waive informalities or technicalities in bids.

SPECIAL PROVISIONS FOR SERVICES

ACCESSIBILITY. The contractor shall fully inform themselves regarding any peculiarities and limitations of the spaces available for the performance of work under this contract. They shall exercise due and particular caution to determine that all parts of this work are made quickly and easily accessible.

AUTHORITY OF THE CITY. Subject to the power and authority of the City as provided by law in this contract, the City shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The City shall decide questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

BONDS - BID SECURITY. Bids shall be accompanied by cash, a money order, or a cashier's certified check, payable to the order of the City, amounting to ten percent (**10%**) of the bid, or by a bond in said amount and payable to said City, signed by the Bidder and a corporate surety, or by the Bidder and two sureties who shall justify before any officer competent to administer oaths, in double said amount over and above all statutory exemption. Said check shall be forfeited, or said bond shall become payable in case the Bidder depositing same does not within **ten (10) consecutive calendar days** after written notice, execute this contract. See below for "Substitution of Securities for Retained Funds".

BONDS - PAYMENT BOND (Labor & Materials). Successful Bidder shall furnish within **ten (10) consecutive calendar days** after written notice, a Payment Bond in an amount equal to one hundred percent (**100%**) of the total amount of the contract. See below for "Substitution of Securities for Retained Funds".

BONDS - PERFORMANCE BOND. Successful Bidder shall furnish within **ten (10) consecutive calendar days** after written notice, a Performance Bond in an amount equal to one hundred percent (**100%**) of the total amount of the contract.

Substitution of Securities for Retained Funds. The contractor shall be permitted to substitute securities for **any** monies withheld by the City to ensure performance under this contract, such substitution to be subject to the limitations and requirements of Public Contract Code Part 5, §22300.

BUSINESS LICENSE. If the scope of work under this bid includes performing services or installation on City property, the SUCCESSFUL BIDDER must have current City Business License. Inquires regarding Business License may be directed to City of San Leandro Finance Department Business License section at 510-577-3378. Business Licenses are not required for materials or equipment shipped by U.S. mail or common carrier.

**SPECIAL PROVISIONS
FOR SERVICES – Continued**

CHANGES IN WORK. The City may, at any time work is in progress, by written order and without notice to the sureties, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the City may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the City. Changes in work and the amount of compensation to be paid to the contractor for any extra work as so ordered shall be determined in accordance with the unit prices quoted.

CLEAN-UP. During performance and upon completion of work on this project contractor will remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same, unless otherwise directed by these specifications. Contractor shall leave entire area in a neat, clean and acceptable condition as approved by the City.

COMPLIANCE WITH FAIR EMPLOYMENT PRACTICE ACT. Contractor agrees in accordance with Section 1735 and 1777.6 of California Labor Code, and the California Fair Employment Practice Act (Sections 1410-1433) that in the hiring of common or skilled labor for the performance of any work under this contract or any subcontract hereunder, no contractor, material supplier or vendor shall, by reason of race, color, national origin or ancestry, or religion, discriminate against any person who is qualified and available to perform the work to which such employment relates.

CONTRACT INCORPORATION. This contract embodies the entire contract between the City and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the bid solicitation, all addenda, all of Bidder's successful submittal, supplemental agreements, change orders, performance bond(s), and any and all written agreements which alter, amend or extend the contract.

CONTRACTOR'S LICENSE: A California contractor's license is required for this work. No bid shall be accepted from a contractor who has not been licensed in accordance with Chapter 9, Division 3 of the Business and Professional Code.

COOPERATION BETWEEN CONTRACTORS. The City reserves the rights to contract for and perform other or additional work on or near the work covered by these specifications. When separate contracts are let within the limits of any one project, each contractor shall conduct their work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed. Each contractor involved shall assume all liability, financial or otherwise, in connection with this contract and shall protect and save harmless the City from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

**SPECIAL PROVISIONS
FOR SERVICES – Continued**

COORDINATION WITH AGENCIES. The contractor shall coordinate their activities with the proper regulatory agencies and have their representative on site at the proper times.

DAMAGE. The contractor shall be held responsible for any breakage, loss of the City's equipment or supplies through negligence of the contractor or their employee while working on the City's premises. The contractor shall be responsible for restoring or replacing any equipment, facilities, etc. so damaged. The contractor shall immediately report to the City any damages to the premises resulting from services performed under this contract. Failure or refusal to restore or replace such damaged property will be a breach of this contract.

EXAMINATION OF SPECIFICATION AND SITE. Bidder is expected to carefully examine the site of the proposed work and all bid specifications, documents, and forms. They shall satisfy themselves as to the character, quality, and quantities of work to be performed, materials to be furnished and the requirements of the proposed specifications.

INDEPENDENT CONTRACTOR. In accepting this contract, Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor certifies that to the best of their knowledge, no one who has or will have any financial interest under this contract is an officer or employee of City. It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of its subcontractors or employees, shall at times be considered independent contractors and not agents of City.

INSURANCE REQUIREMENTS. Within ten (10) consecutive calendar *days* of award of contract, Successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the attached insurance requirements and naming the City of San Leandro, its officers and agents, Additional Insured by endorsement. Failure to furnish the required certificates within the time allowed will result in forfeiture of Bidder's Bid Security.

LAWS - ADHERENCE TO ALL LOCAL, STATE, AND FEDERAL LAWS AND REQUIREMENTS. The contractor shall adhere to all applicable health and safety laws and regulations including, but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, the California State Department of Health Services, and County Environmental Health Department.

**SPECIAL PROVISIONS
FOR SERVICES – Continued**

LIQUIDATED DAMAGES. Time is of the essence of this contract. Failure to start and complete all work specified within the time allowed shall constitute material breach of contract. The "time allowed" will be calculated *from the* date of the Notice to Proceed through the "Maximum Completion/Delivery Time" indicated by the City on the Bid Form. Failure of successful Bidder to complete the work or deliver the goods within the time allowed will result in damages, and for each consecutive day in excess, the contractor shall pay to the City the sum of **\$250** per calendar day. Such amount shall not be construed as a penalty but as a minimum value of liquidated damages that may be deducted from payment due to the contractor if such delay occurs.

MEASUREMENTS. It is the responsibility of the Bidder to make all measurements to determine their bid price. The City will not be responsible for determining the quantities of materials necessary to complete the work specified.

PERMITS. Unless otherwise specified herein, Contractor shall at their expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of the contract, and shall give all public notices necessary for the lawful performance of the contract.

Contractor shall pay all taxes, levies, duties and assessments of every nature due in connection with any work under the contract, shall make any and all payroll deductions required by law, and shall indemnify and hold harmless the City from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

PREVAILING WAGE: The City Council has ascertained the general prevailing rate of wages applicable to the work to be done. A tabulation of the various classifications of work persons to be employed and the prevailing rate of wages applicable thereto is on file in the City Clerk's Office.

PROTECTION OF PUBLIC. Adequate warning devices, barricades, guards, flagmen or other necessary precautions shall be taken by the contractor to give advised and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area.

REJECTION OF WORK. Contractor agrees that the City has the right to make all final determinations as to whether the work has been satisfactorily completed.

TIME ALLOWED. The number of days allowed for this project is 35 working days.

UNKNOWN OBSTRUCTIONS. Should any unknown obstruction be encountered during the course of this contract the Contractor immediately bring it to the attention of the City. The contractor shall be responsible for the protection of all existing equipment, furniture, or utilities encountered within the work area.

SPECIAL PROVISIONS FOR SERVICES – Continued

Bid Protest The option of protesting the award of a Purchasing Bid is given to any bidder who can document and prove that the City’s process—solicitation, pre-bid, bid opening, award of bid, and general dissemination of information pertaining to a particular bid—was non-competitive or otherwise unfair in nature. These procedures are in place as a deterrent against frivolous protests. Protests must be based on process and policy only, not on personal feelings between vendors and the City of San Leandro.

The bidder who wishes to protest a bid process of the City of San Leandro must abide by the following procedures:

- ❑ Written notice must be filed with Finance Director, Assistant Finance Director, Project Manager, and Purchasing Supervisor within three (5) calendar days of Notice of Award by U.S. Postal Service Certified Mail. The written notice **must be notarized** and the notarized original sent to the Finance Director.
- ❑ Written notice to Finance Director must contain a Bid Protest Bond equal to no less than 5% of bidder’s bid price (regardless of bid amount of bidder to whom the contract was awarded). Bond must be in the form of cash, cashier’s check, money order, or certified check payable to the City of San Leandro.
- ❑ Written notice must contain a detailed description of grounds for protest, citing specific terms, conditions, provisions, etc. that were improperly or otherwise unfairly executed and the dates on which these instances occurred.
- ❑ In the event that a bidder withdraws the filed notice of protest prior to final determination by the City, the Bid Protest Bond shall be forfeited to the City of San Leandro, and the bid awarded as originally designated.
- ❑ Should a bid protest be determined to be valid, the City of San Leandro reserves the right to award the bid to the next lowest-responsible responsive bidder, or to reject all bids and re-bid the project. The Bid Protest Bond will be returned to the protesting bidder in either case.

TREE GRATE INSTALLATION INSTRUCTIONS

Part 1 of the Special Provisions shall conform with Part 1 of the Standard Specifications except as modified herein.

SECTION 1 TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS

1-2 DEFINITIONS The contractor's attention is directed to Section 1, "Terms, Definitions, Abbreviations And Symbols" of the Standard Specifications.

The following paragraphs are added to Section 1-2 of the Standard Specifications.

Whenever in the Standard Specifications, Plans, Special Provisions or other contract documents the following definitions and terms are used, the intent and meaning shall be interpreted as follows:

- A. **Agency**: The City of San Leandro.
- B. **Board**: The City Council of the City of San Leandro.
- C. **City**: The City of San Leandro.
- D. **Purchasing Supervisor**: The Purchasing Supervisor of the City of San Leandro, State of California, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
- E. **Laboratory**: Laboratories approved by, and authorized by the Purchasing Supervisor to test materials and work involved in the contract.
- F. **Standard Specifications**: The Standard Specifications For Public Works Construction (SSPWC), the "Green Book", the most current edition and all supplements thereto, American Public Works Association, Southern California Chapter.
- G. **Special Provisions**: Any provisions which supplement or modify the Standard Specifications, including technical specifications covering construction materials and methods. The State Department of Transportation publication entitled Labor Surcharge And Equipment Rental Rates and the State Department of Industrial Relations General Prevailing Wage Rates are to be considered as a part of the special provisions.

1-3 ABBREVIATIONS The Contractor’s attention is directed to Section 1-3 of the Standard Specifications for the definition of commonly used abbreviations. Other Abbreviations not defined in the Standard Specifications are given below.

<u>Abbreviation</u>	<u>Word or Words</u>
AB.....	Aggregate base rock
ASB.....	Aggregate sub base rock
m ³	Cubic meter
m ²	Square meter
EA.....	Each
JP.....	Joint Utility Pole
kg.....	Kilograms
m.....	meter
LS.....	Lump sum
t.....	Tonne (defined as 1000 kg)
TP.....	Telephone Pole

SECTION 2 SCOPE AND CONTROL OF THE WORK

The scope and control of work shall be governed by the provisions in Section 2, "Scope And Control Of The Work," of the Standard Specifications and these provisions.

2-1 AWARD OF CONTRACT The right is reserved to reject any and all proposals.

The award of the contract, if it be awarded, will be made within 45 days after the opening of bids to the lowest responsible bidder whose bid complies with all the contract requirements. If the lowest responsible bidder refuses or fails to execute the contract, the City may award the contract to the second responsible bidder whose bid complies with the specifications within 60 days after the opening of bids. The periods 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 Purchasing Supervisor and the bidder concerned.

All bids will be compared on the basis of the quantities of work to be done. The City reserves the right to change the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or expedient by the Purchasing Supervisor in accordance with Section 3-2 of the Standard Specifications.

RESPONSIBILITY FOR DAMAGE The City of San Leandro and all officers and employees thereof connected with the work, including but not limited to the Purchasing Supervisor, shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the work; for injury to or death of any person, either workmen or public; or for damage to property from any cause which might have been prevented by the contractor, or his workmen, or any one employed by him.

It is the intent of the parties that the Contractor will indemnify and hold harmless the City, its officers and employees from any and all claims, suits or actions as set forth above, regardless of the existence or degree of fault or negligence on the part of the City, the Contractor, the subcontractor or employee of any of these, other than the active negligence of the City, its officers and employees.

FAILURE TO MAINTAIN INSURANCE During the term of this Agreement and until final completion and acceptance of the work by the City, the Contractor shall maintain in full force and effect insurance coverage in the forms and amounts specified in the Special Provisions and the Contract Documents. If at any time during the performance of this Contract, Contractor fails to maintain any item of required insurance in full force and effect, Contractor shall immediately discontinue all work under the contract and City will withhold all Contract Payments due or that become due until notice is received by City that such insurance has been restored in full force and effect and that the premiums therefore have been paid for a period satisfactory to the City.

2-3 SUBCONTRACTS Contractor's attention is directed to Section 2-3.1 of the Standard Specifications.

The listing of proposed sub-contractors required by said Section 2-3 of the Standard Specifications shall include a description of the portion of the work which will be done by each subcontractor. It shall also

include the value of each portion of the work to be subcontracted. A sheet for listing the subcontractors, as required, is included in the proposal.

2-4 CONTRACT BONDS The successful bidder shall furnish a Payment Bond and a Faithful Performance Bond in accordance with Section 2-4, "Contract Bonds" of the Standard Specifications, and as specified below.

The form of said Payment Bond and Faithful Performance Bond can be found with the Contract Documents. Only said bond forms provided by the City shall be acceptable.

The Contractor shall guarantee the entire work constructed under the contract to be free of defects in material and workmanship for a period of one year following the date of City Council acceptance of the work. The Contractor shall agree to make, at his own expense, any repairs or replacements made necessary by defects in materials or workmanship which become evident within said guarantee period. The Contractor shall further agree to indemnify and hold harmless the City and Purchasing Supervisor, their officers, agents and employees against and from all claims and liability arising from damage and injury due to said defects.

The Contractor shall make all repairs and replacements within the time indicated on the Maintenance Bond required below upon receipt of written order from the Purchasing Supervisor. If the Contractor fails to make the repairs and replacements within said period of time, the City may do the work and the Contractor and his surety shall be liable to the City for the cost of the work.

The guarantee and conditions specified above shall be secured by a Guarantee Surety Bond (or Maintenance Bond) which shall be delivered by the Contractor to the City prior to City acceptance of the work. Said bond shall be in the form approved by the City and executed by a surety company or companies satisfactory to the City, in the amount of ten (10) percent of the contract price or \$1,000.00, whichever is greater. Said bond shall remain in force for the duration of the guarantee period specified. The form of said bond can be found among the Contract Documents which is part of these provisions.

In addition to the Contractor's one-year guarantee, upon completion of the project and as a condition of acceptance of the project, the Contractor may be required to deliver to the Purchasing Supervisor written manufacturer warranties from manufacturers and/or subcontractors that guarantee and warrant specific products and installations against defects in materials and workmanship for periods following acceptance of the project. Such manufacturer warranties, if required, shall be so indicated in sections under "Construction Materials" of the Special Provisions.

2-5 PLANS AND SPECIFICATIONS The following is added to Section 2-5 of the Standard Specifications.

The work embraced herein shall be done in accordance with the Standard Specifications for Public Works Construction, the most current edition and all supplements thereto, adopted by the Southern California Chapter of the American Public Works Association, insofar as the same may apply; and in accordance with the State Department of Industrial Relations General Prevailing Wage Rates, the State Department of Transportation Labor Surcharge and Equipment Rental Rates, the Special Provisions and the Contract Documents.

The Contractor shall not take advantage of any apparent error or omission in the contract documents. In the event Contractor discovers any apparent error, discrepancy or omission, he shall immediately call upon the Purchasing Supervisor to make a determination and decision on the matter.

Should any discrepancy appear, or misunderstanding arise with respect to any issue described in the Contract Documents, the explanation of the Purchasing Supervisor in relation thereto shall prevail.

The work shall be performed and completed according to the true spirit, meaning, and intent of the Contract Documents.

In addition to the drawings incorporated with or referred to in these Contract Documents, the Purchasing Supervisor shall, from time to time during the progress of the work, furnish such additional drawings as may be necessary to clarify or define the intent of the Contract Documents in greater detail. The Contractor shall make his work conform to all such drawings.

The plans for this project shall be as follows:

<u>Title</u>	<u>Exhibit number.</u>
Tree Well Plan @ Cast Iron Grates	A
Section D-D @ Cast Iron Grate Wells	B
Section E-E	C
Section F Cast Iron Type X Frame	D
Drawing 100, Case 3101	E
Drawing 104, Case 3101	F
Notes	G

2-5.3 SHOP DRAWINGS AND SUBMITTALS Contractor's attention is directed to Section 2-5.3, and 2-5.3.2 of the Standard Specifications.

2-5.3.3 IS HEREBY AMENDED TO READ AS FOLLOWS:

2-5.3.3 SUBMITTALS Submittals shall consist of the appropriate combination of catalog sheets, certificates of compliance, material lists, manufacturer's brochures, technical bulletins, specifications, diagrams, product samples, or other requested information necessary to describe a system, product, or item. Submittals for systems shall be bound together and include all manufactured items for the system. Six copies of each submittal shall be transmitted to the Purchasing Supervisor. If no change or correction is required, three copies will be returned to the Contractor, item, or system.

Submittals are required for irrigation systems, street lighting systems, and traffic signals, and may be required for any product, manufactured item, or system. Work which utilizes processes, equipment, or materials which have not been approved is performed at the contractor's own risk. Work performed utilizing rejected processes, equipment, or materials will be removed repaired, or redone at the contractor's expense to the satisfaction of the Purchasing Supervisor.

2-6 WORK TO BE DONE The work to be done consists of saw cutting, removing and disposing of concrete sidewalk and any other loose material, and installation of new cast iron tree wells and doing all appurtenant work in place and ready for use, all as shown on the plans and described in the specifications, and on file in the office of the City Clerk.

Any work done beyond the lines or grades shown on the plans and specifications, or beyond lines and grades established by the Purchasing Supervisor pursuant to the plans or any work done without written authority of the Purchasing Supervisor, shall be consider as unauthorized work and no compensation will be allowed therefore. The Purchasing Supervisor shall have the authority to have such work removed and the area restored and to deduct the cost thereof from money due or to become due the Contractor.

SECTION 3 CHANGES IN WORK

Changes in work shall be governed by provisions in Section 3, "Changes In Work" of the Standard Specifications, except as modified herein.

3-2.1.1 CHANGES INITIATED BY THE CITY Changes greater than 25 percent of the total cost of the following contract items may be made by the City without adjustment in the contract unit prices.

1. Cast Iron Tree Well Grate in Place

3-3 EXTRA WORK Extra work shall require a signed Contract Change Order, or a written order from City authorizing Contractor to proceed with extra work for an agreed upon price.

3-3.1 GENERAL The following paragraph is added to Section 3-3.1 "General", of the Standard Specifications:

When forces or labor used for extra work are not those of the Contractor or subcontractors, such forces or labor shall be treated as subcontractors. Said forces or labor shall be considered as employees of the Contractor, and the Contractor shall be responsible for their work.

3-3.2 PAYMENT The following paragraph is added to Section 3-3.2.1 "General", of the Standard Specifications:

When changes in work are to be paid for as extra work in accordance with Section 3-3.2, "Payment" of the Standard Specifications, the labor, materials and equipment used in the performance of such work shall be subject to the approval of the Purchasing Supervisor.

3-3.2.2 BASIS FOR ESTABLISHING COSTS Revise the first paragraph of 3-3.2.2 (a) to read:

1. **Labor** - The cost of labor for the workers used in the actual and direct performance of the work, whether the employer is the Contractor, subcontractor, or other forces, will be the sum of the following:

Actual Wages -The actual wages paid to a rate not to exceed the State of California Department of Industrial Relations General Prevailing Wage Rates. The wages shall include any employer payments to or on behalf of the workers for health and welfare, pension, vacation and similar purposes.

Labor Surcharge -To the actual wages, as defined above will be added a labor surcharge as set forth in the California Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates, which is in effect on the date upon which the work is accomplished. The labor surcharge shall constitute full compensation for all payments imposed by State and Federal laws and for all other payments made to, or on behalf of, the workers, other than actual wages as defined above.

Revise the second paragraph of 3-3.2.2 (c) to read:

Regardless of ownership, the rates to be used in determining equipment rental costs shall be the lesser of listed rates prevailing locally at equipment rental agencies, or distributors or of listed rates in the California Department of Transportation publication entitled Labor Surcharge And Equipment Rental Rates, at the time the work is performed.

3-3.2.3 MARKUP, Revise 3-3.2.3 (a) and 3-3.2.3 (b) to read:

1. **Work by Contractor** - The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

- 1) Labor 20
- 2) Materials 15
- 3) Equipment Rental 15
- 4) Other Items and Expenditures. 15

To the sum of the costs and markups provided for in this subsection, 1 percent shall be added as compensation for bonding.

2. **Work by Subcontractor** - When all or any part of the extra work is performed by a Subcontractor, the markup established in 3-3.2.3(a) shall be applied to the Subcontractor's actual cost of such work. A markup of 10 percent on the first \$5,000 of the subcontracted portion of the extra work and a markup of 5 percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

3-5 DISPUTED WORK Section 3-5 "Disputed Work", of the Standard Specifications is revised as follows:

Pursuant to Section 20104 of the California Contract Code, the following procedure shall be used in resolving construction claims:

- 1. For any claim of \$375,000 or less which arises between the contractor and the City, the following procedure shall apply:
 - (a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this article is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
 - (b) For claims of less than \$50,000 the City shall respond in writing to the written claim within 45 days of receipt, any additional documentation supporting the claim or relating to defenses to the claim the City may have against the contractor.

- (c) If additional information is required, it shall be requested and provided pursuant to the subdivision upon mutual agreement of the City and the contractor (hereafter “claimant”).

The City’s written response to the claim, as further documented, shall be submitted the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing additional information, whichever is greater.

- (d) For claims over \$50,000 and less than or equal to \$375,000 the City shall respond in writing to all written claims within 60 days of receipt, or may request within 30 days of receipt, any additional documentation supporting the claim or relating to defenses to the claim the City may have against the claimant.

- (e) If additional information is thereafter required, it shall be requested and provided pursuant to the subdivision upon mutual agreement of the City and the claimant. the City’s written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing additional information or requested documentation, whichever is greater.

- (f) If the claimant disputes the City’s written response, or the City fails to respond within the time described, the claimant may so notify the City in writing, either within 15 days of the City’s failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the City shall schedule a meet and confer conference within 30 days for settlement of a dispute.

- (g) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimants may file a claim as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of part 3 of Division 3.6 of Title I of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time the claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

- (h) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

2. For any civil action filed to resolve a claim of \$375,000 or less which arises between contractor (“claimant”) City, the following procedures are established:

(a) Within 60 days, following the filing of responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. Mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 11141.11 of that code. The Civil Discovery Act of 1986 (Article 3, commencing with Section 2016 of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for hood cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) The City shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney’s fees of the other party arising out of trial de novo.

The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

3. The procedures set forth above shall have no effect on the City’s obligation to pay money as to any portion of the claim, which is undisputed except as otherwise provided in the contract.

SECTION 4 CONTROL OF MATERIALS

Attention is directed to Section 4, "Control of Materials", of the Standard Specifications.

SECTION 5 UTILITIES

Attention is directed to Section 5, "Utilities" of the Standard Specifications.

The third and fourth paragraphs of Section 5 are amended as follows:

The Contractor shall contact the **Underground Service Alert of California and Nevada at 1-800-227-2600**

For Caltrans underground facilities contact **Micky Mehrok at (510) 286-4409**

SECTION 6 PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK

The prosecution of work, progress and acceptance of work shall be done in accordance with Section 6, "Prosecution, Progress And Acceptance Of The Work" of the Standard Specifications except as modified in these provisions.

6-1 CONSTRUCTION, SCHEDULE AND COMMENCEMENT OF WORK In addition to the requirements of Section 6-1 of the Standard Specifications, the following shall also apply.

The Contractor shall not begin work until the Notice to Proceed is issued by the City. Contractor shall begin work within 5 working days from the date of issuance of the Notice to Proceed and shall diligently prosecute the work to completion before the expiration of

35 working days.

The City shall begin charging working days on the fifth day following the date of issuance of the Notice to Proceed.

Prior to the issuance of the Notice to Proceed, a pre-construction conference will be held at the office of the City Purchasing Supervisor between the City and the Contractor. The purpose of this meeting shall be to discuss the scope of work, the Plans and Specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and satisfactory completion of the project as required. The Contractor's representatives at this conference shall include the field superintendent, foremen, and major sub-contractors. This pre-construction conference will be scheduled immediately after the contract agreement has been approved by the City.

Five (5) working days prior to the pre-construction conference, the contractor shall submit six (6) copies of the following documents:

1. A construction schedule pursuant to Section 6-1 of the Standard Specifications acceptable to the Purchasing Supervisor. At a minimum, the schedule will detail the proposed starting and proposed completion dates of the various activities, submittal schedule, procurement of materials, and scheduling of manpower and equipment. Subcontractors schedules shall be incorporated into the general contractors schedule.

An updated schedule shall be submitted with each progress payment request or upon the request of the Purchasing Supervisor.

2. Traffic Control Plans for each of the various stages and activities of construction, satisfactory to the Purchasing Supervisor, pursuant to Section 7-10.3 of these specifications. Include all subcontractor operations and whether the general or subcontractor will perform traffic control.
3. The name, day time phone number, and emergency phone number of the Contractor's representatives(s) pursuant to Section 7-6 of the Standard Specifications.

Failure to comply with this Section will be deemed a hazardous condition. No Work will be permitted until the Contractor has satisfactorily complied with all elements of this Section. Notwithstanding the foregoing, a Notice to Proceed may be issued to the contractor on the day of the scheduled pre-construction meeting. The City shall start charging working days on the fifth day following the issuance of Notice to Proceed. Contractor shall not be due additional compensation or working days due to non-compliance with this Section.

6-6.4 WRITTEN NOTICE AND REPORT Section 6-6.4 of the Standard Specifications is revised to read as follows:

If the Contractor desires payment for a delay as specified in Subsection 6-6.3 or an extension of time, he shall, within 15 days after the beginning of the delay, file with the City a written request and report as to the cause and extent of the delay. Failure by the Contractor to file these items within the time specified will be considered grounds for refusal by the City to consider such requests.

Upon receipt of a written request for extension of time or payment, the Purchasing Supervisor shall ascertain the facts and the extent of the delay, and his findings thereon shall be final and conclusive.

6-7.2 WORKING DAY The following paragraphs are added to Section 6-7.2 of the Standard Specifications.

The contractor's working day activities shall be limited to the hours between 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding designated City holidays. Deviation from normal working hours will not be allowed without prior written consent of the Purchasing Supervisor.

In the event work is allowed by the Purchasing Supervisor outside of the normal working hours, at the request of and for the benefit of the Contractor, inspection service fees may be levied against the contractor at a rate of \$50.00 per hour, including travel time where applicable, with a minimum hourly charge for four (4) hours.

The above charge may also be levied if inspection services are deemed necessary by the Purchasing Supervisor as a matter of public safety or to otherwise insure the quality of the work.

The following are the designated City holidays:

1. January 1 (New Year's Day).
2. The third Monday in January (Martin Luther King's Birthday).
3. February 12 (Lincoln's Birthday).
4. The third Monday in February (Washington's Birthday).
5. The last Monday in May (Memorial Day).
6. July 4 (Independence Day).
7. The first Monday in September (Labor Day).
8. November 11 (Veterans' Day).
9. The fourth Thursday in November (Thanksgiving Day).

10. The day after Thanksgiving Day.
11. December 24 (Christmas Eve).
12. December 25 (Christmas Day).
13. December 31 (New Year's Eve).

When a designated holiday falls on a Sunday, the following Monday shall be a designated holiday. When Christmas Day or New Year's Day falls on a Sunday or Monday the preceding Friday shall be a holiday.

6-8 COMPLETION AND ACCEPTANCE Contractor's attention is directed to Section 6-8 of the Standard Specifications.

The following paragraph is also added to Section 6-8 of the Standard Specifications:

If landscaping and/or irrigation is part of the project, partial acceptance and release of the Performance Bond will be allowed upon completion of all contract Work except for plant maintenance and establishment work. In addition to the ten (10) percent Guarantee Surety Bond referred to in Section 2-4 of the Special Provisions, the City will retain a cash amount equal to the greater of \$1,000.00 or ten (10) percent of the cost of all landscaping and irrigation improvements, as shown on the Unit Price Schedule of the contract, as a guarantee for maintenance and replacement of landscaping and irrigation material during the plant maintenance and establishment period. The landscaping and irrigation cash guarantee shall remain in full effect until the end of the plant establishment period specified in Section 308-6, "Maintenance And Plant Establishment" of the Standard Specifications or as modified in the Special Provisions. The landscaping and irrigation cash guarantee shall be deducted from retention money due, unless there is a separate bid item for plant maintenance and establishment.

6-9 LIQUIDATED DAMAGES The Contractor shall pay to the City of San Leandro the sum of

\$250 per day

for each and every calendar day's delay in completing the Work in excess of the number of working days allowed for the contract.

6-10 USE OF IMPROVEMENT DURING CONSTRUCTION The following paragraphs are added to the provisions of Section 6-10 of the Standard Specifications:

Contractor will not be allowed any compensation due to any delay, hindrance, or inconvenience to his operations caused by City's decision to take over all or part of any completed facility or appurtenance

Full compensation for conforming to the requirements in this Section of the Special Provisions shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

SECTION 7 RESPONSIBILITIES OF THE CONTRACTOR

7-2.2 LAWS Attention is directed to Section 7-2, "Labor" of the Standard Specifications and these provisions.

The City Council by Resolution No. 77-236 has adopted the general prevailing wage rates determined by the Director of Industrial Relations, State of California, to be part of this contract. The general prevailing wage rates applicable to the County of Alameda are listed in the publication entitled "General Prevailing Wage Rates." This document is hereby made part of this contract by reference. Copies of the current versions of this document are on file in the office of the City Clerk, Civic Center, 835 East 14th Street, San Leandro, California.

The City will not recognize any claim for additional compensation because of payment by the Contractor of any wage in excess of the prevailing wage rates set forth in the General Prevailing Wage Rates which is part of this contract. The possibility of wage increases is one element to be considered by the Contractor in determining his bid, and will not under any circumstances be considered as a basis of claim against the City on the contract.

The Contractor shall comply with Labor Code Sections 1774 and 1775. The Contractor shall forfeit, as a penalty, \$50.00 per each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates in violation of the provisions of the Labor Code and in particular Labor Code Section 1770 to 1780 inclusive. In addition to said penalty, the difference between such stipulated prevailing wage rates and the amounts paid for each worker paid less than the stipulated prevailing wage rates shall be paid to each of said workers by the Contractor.

Contractor shall comply with the Affirmative Action Program and Equal Employment requirements of the City.

1. During the performance of this Contract, Contractor agrees as follows:
 - (a) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, handicap, age or national origin. Contractor will take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race color, religion, handicap, sex, sexual orientation, age, or national origin. Such action shall include but not be limited to the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - (b) Contractor will incorporate the above Affirmative Action provisions in all sub-contracts for services covered by this Contract.
2. Minority and Female-owned Business Enterprise. In connection with the performance of this Contract, Contractor shall comply with the City's current policies and/or use its best efforts to

obtain the maximum utilization of minority-owned business enterprises based in San Leandro and ensure that minority and female-owned enterprises based in San Leandro shall have maximum practicable opportunity for subcontractor work under this Contract.

3. General Employment Provisions Relating to Handicap/Disability Discrimination. No qualified individual with a handicap or disability shall, solely on the basis of such handicap or disability, be subjected to discrimination in employment by Contractor.
4. Reports Contractor shall provide such reports and/or documents to City demonstrating compliance with the terms hereof.

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.”

Attention is also directed to the requirements of the California Fair Employment and Housing Act (Government Code Section 12900 through 12996 - Stat. 1980, Chapter 992), to the regulations promulgated by the Fair Employment and Housing Commission to implement said Act, and to the nondiscrimination, affirmative action and equal employment opportunity requirements in these Special Provisions.

If the project is funded by fiscal assistance from another governmental entity, Contractor shall comply with all applicable rules and regulations of such fiscal assistance program incorporated into the Special Provisions.

PAYROLL RECORDS - Copies of certified payroll records shall be submitted to the Purchasing Supervisor upon request.

7-3 LIABILITY INSURANCE Section 7-3, “Liability Insurance” of the Standard Specifications is revised to read as follows:

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work thereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be considered as included in the prices for the various contract items of work involved and no additional compensation will be allowed therefore.

HOLD HARMLESS AND RESPONSIBILITY OF CONTRACTOR Contractor shall take all responsibility for the work, shall bear all losses and damages directly or indirectly resulting to him, to any subcontractor, to the City, to City officers and employees, or to parties designated by the City, on account of the performance or character of the work, unforeseen difficulties, accidents, occurrences or other causes predicated on active or passive negligence of the Contractor or of any subcontractor. Contractor shall indemnify, defend and hold harmless the City, its officers, officials, directors,

employees and agents from and against any or all loss, liability, expense, claim costs (including costs of defense), suits, and damages of every kind, nature and description directly or indirectly arising from the performance of the work. This paragraph shall not be construed to exempt the City, its employees and officers from its own fraud, willful injury or violation of law whether willful or negligent. By execution of this agreement Contractor acknowledges and agrees that he has read and understands the provisions hereof and that this paragraph is a material element of consideration.

Approval of the insurance contracts does not relieve the Contractor or subcontractors from liability under this paragraph.

Detailed insurance requirements are attached.

7-6 PERMITS Contractor's attention is directed to Section 7-5 of the Standard Specifications.

In addition to the requirements of Section 7-5, "Permits", of the Standard Specifications, the following requirements shall also apply.

Prior to commencement of work, the Contractor shall obtain all applicable permits from the Building Division of the Planning And Building Department. Contractor will not be required to pay City permit fees. The following City permits are required:

NONE

Contractor shall obtain and pay for State and County permits, and permits from other jurisdictions that may be required for the project. Contractor shall pay fees associated with such permits. The following State, County or other agency permits are required for this project:

Caltrans Encroachment Permit

As the cost of Caltrans Encroachment Permit is unknown at this time, the City will reimburse the Contractor by contract change order for the cost of the permit.

Contractor shall comply with all conditions set forth in permits and agreements and shall bear the full costs of all expenses incurred in such compliance.

Contractor represents and warrants to City that he has all licenses, permits, qualifications and approvals of whatsoever nature, which are legally required for Contractor to practice his profession. Contractor represents and warrants to City that he has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Contractor to practice his profession. Contractor represents and warrants to City that Contractor shall, at his sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Contractor to practice his profession.

A San Leandro Business License is required of any person who transacts or conducts any business, trade, profession, calling or occupation in the City of San Leandro.

The contractor shall submit a copy of his receipt or other evidence showing payment of the current City of San Leandro business license.

7-6 THE CONTRACTOR'S REPRESENTATIVE The following paragraphs are added to Section 7-6 of the Standard Specifications.

INDEPENDENT CONTRACTOR At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement.

CONTRACTOR NO AGENT Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

ASSIGNMENT PROHIBITED No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

REPRESENTATIVE AT WORK SITE The Contractor's representative, as defined in Section 7-6 of the Standard Specifications, shall be present at the Work site whenever work is in progress or whenever actions of the elements necessitate its presence to take measures necessary to protect the Work, persons, or property. Failure of the Contractor to comply with this paragraph will be deemed a hazardous condition. At the City's option, Work may be suspended until the Contractor has complied with this paragraph. Contractor shall not be due additional compensation or working days due to non-compliance with this paragraph.

7-8 PROJECT SITE MAINTENANCE The following paragraphs are added to Section 7-8 of the Standard Specifications.

SOUND CONTROL REQUIREMENTS The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 6:00 a.m. shall not exceed 89 dB at a distance of 50 feet. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise levels.

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.

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 therefore.

7-8.1 CLEANUP AND DUST CONTROL The following paragraphs are added to Section 7-8.1 of the Standard Specifications.

All excess material shall become the property of the Contractor to be disposed legally off City property as he sees fit.

Full compensation for compliance with this section shall be considered included in the contract prices paid for the various items of work and no separate compensation will be made therefore.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS Contractor's attention is directed to Section 7-9 of the Standard Specifications.

7-10 PUBLIC CONVENIENCE AND SAFETY

7-10.1 TRAFFIC AND ACCESS The Contractor's attention is directed to Drawing 249, Case 302, showing truck routes in the City of San Leandro.

The following paragraph is added to Section 7-10.1 of the Standard Specifications.

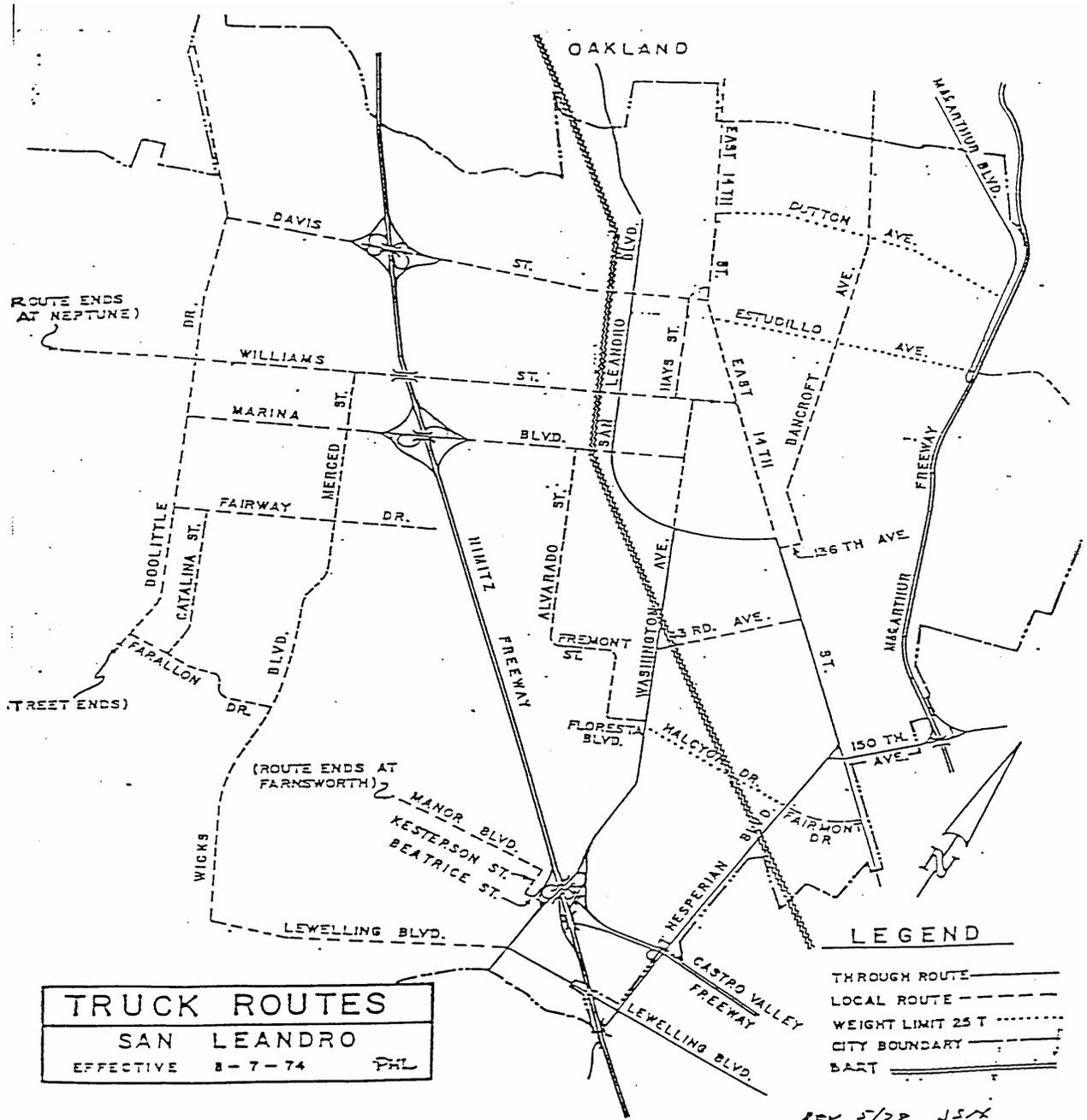
Contractor shall not obstruct public pedestrian pathways with construction material or equipment.

7-10.2 STORAGE OF EQUIPMENT AND MATERIALS IN PUBLIC STREETS Construction materials shall not be stored in streets, roads, or highways or on public property. All materials or equipment used in construction shall be stored elsewhere by the Contractor at its expense.

Construction equipment shall not be stored at the work site except during its actual use on the work.

Excavated materials shall not be stored in public streets unless otherwise permitted. After placing backfill, all excess material shall be removed immediately from site.

TRUCK ROUTE MAP



TRUCK ROUTES
SAN LEANDRO
 EFFECTIVE 8-7-74 PHL

LEGEND
 THROUGH ROUTE ———
 LOCAL ROUTE - - -
 WEIGHT LIMIT 25 T
 CITY BOUNDARY - - - - -
 BART ———

REV 5/78 JSX
 REV. 1-85 ALM
 DWG 249 CASE 302

7-10.3 STREET CLOSURES, DETOURS, BARRICADES The following paragraphs are added to Section 7-10.3 of the Standard Specifications.

The Contractor may establish “No Parking” zones contiguous to the work area by posting signs supplied by the City. The City will enforce parking restrictions only when the Contractor has posted the proper signs and has notified the City Police Department a minimum of 48 hours in advance of the required restriction period.

Access to private property shall be maintained at all times.

No streets shall be closed at any time.

The Contractor shall submit a traffic control plan for the Purchasing Supervisor’s approval prior to commencing work.

The Contractor shall furnish and maintain all signs, lights, barricades, and flagmen necessary as determined by the Purchasing Supervisor.

Construction signs, lights, barricades, etc., shall conform to the latest revision of the Manual of Traffic Controls, by the California Department of Transportation.

Flashing arrow boards, which are solar powered and battery operated, are required for lane closures on any street contained in the following list.

150th Avenue; Adams Avenue; Alvarado Street; Bancroft Avenue from north city limit to 136th Avenue; Beatrice Street from Washington Avenue to Kesterson Street; Callan Avenue from E. 14th Street to Huff Avenue; Castro Street from Alvarado Street to San Leandro Boulevard; Clarke Street from Davis Street to West Juana Avenue; Davis Street; Dolores Avenue from East 14th Street to Santa Rosa Street; Doolittle Drive; Dutton Avenue; East 14th Street; Estudillo Avenue; Fairmont Drive; Fairway Drive; Farnsworth Street from east end to Manor Boulevard; Floresta Boulevard; Fremont Avenue; Halcyon Drive; Hays Street from West Juana Avenue to East 14th Street; Hesperian Boulevard; Huff Avenue; Juana Avenue from East 14th Street to Santa Rosa Street; Lewelling Boulevard; MacArthur Boulevard from north city limit to Estudillo Avenue; Marina Boulevard; Merced Street; Parrott Street from Hays Street to East 14th Street; San Leandro Boulevard; Teagarden Street; Washington Avenue; West Juana Avenue; Wicks Boulevard and Williams Street.

All barricades shall have operating warning lights. Barricades shall be placed twenty (20) feet center to center maximum.

If a hazardous condition is observed and the City notifies the Contractor either directly or by telephone, the Contractor shall correct the condition immediately. If the Contractor fails to correct the hazardous condition immediately, the City reserves the right to install or have installed the necessary lights, barricades, etc. The cost involved shall be deducted from any money due or to become due the Contractor.

Full compensation for compliance with this section shall be considered as included in the contract price paid for traffic control and no separate payment will be made therefor.

7-10.4 PUBLIC SAFETY

In addition to the requirements of Section 7-10.4 of the Standard Specifications, the following shall also be required of the Contractor.

It is the Contractor's responsibility to provide for the safety of traffic and the public.

Whenever the Contractor's operations create a condition hazardous to traffic or to the public, he shall, at his expense and without cost to the City, furnish, erect and maintain such fences, temporary railing, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents, damage or injury to the public. Such fences, temporary railing, barricades, lights, signs and other devices furnished, erected and maintained by the Contractor, at his expense, are in addition to any construction area traffic control devices for which payment is provided for elsewhere in the specifications.

Pedestrian travel shall be maintained at all times along both sides of (the street or streets under construction). All temporary pedestrian walkways shall be at least 4 feet wide and fully accessible to handicapped pedestrians. In all cases, pedestrian walkways shall be separated from vehicular travel by a clear area of at least 6 feet, or in locations where the 6 feet of horizontal separation of pedestrian traffic is not feasible, by raised curb, a raised wooden walkway with standard railings, or by K rails. This condition may be modified or waived by the City Purchasing Supervisor or by the Transportation Administrator upon written request by the Contractor. Provisions to activate pedestrian signal indications will be made in all instances where pedestrian access to the existing pedestrian push-button cannot be maintained. Existing lighting levels in the area prior to construction shall be maintained during all construction.

7-10.4.1 SAFETY ORDERS Contractor's attention is directed to Section 7-10.4.1 of the Standard Specifications.

The following paragraph is added to Section 7-10.4.1 of the Standard Specifications:

Notwithstanding any provisions of the Standard Specifications and the Special Provisions, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property, during performance of the work. This requirement will apply continuously and will not be limited to normal working hours. Safety and sanitary provisions shall conform to applicable Federal, State, County, and local laws, regulations, ordinances, standards and codes. Where any of these are in conflict, the more stringent requirement shall be followed.

7-14 ANTITRUST CLAIMS Contractor's attention is directed to Section 7-14 of the Standard Specifications.

SECTION 9 MEASUREMENT AND PAYMENT

9-3 PAYMENTS

9-3.1 GENERAL Paragraph 10 of Section 9-3.1 is revised as follows:

At the expiration of 35 days from the date of recordation of the Notice of Acceptance by City, the amount deducted from the final estimate and retained by the City will be paid to the Contractor except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be authorized by the Contract to be further retained.

9-3.2 PARTIAL AND FINAL PAYMENT The following paragraph is added to Section 9-3.2 of the Standard Specifications:

The making and acceptance of the final payment shall constitute a waiver of all claims by the City, other than those arising from any of the following: (1) unsettled liens, (2) faulty work appearing within twelve (12) months after final payment, (3) requirements of the specifications, or (4) manufacturer's guarantees. It shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.

9-3.4 MOBILIZATION The following paragraphs are added to Section 9-3.4 "Mobilization" of the Standard Specifications.

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site.

When the contract has a lump sum price paid for mobilization, it shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in mobilization as specified above.

When the contract does not include a contract pay item for mobilization, full compensation for any necessary mobilization required shall be considered as included in the prices for the various contract items of work involved and no additional compensation will be allowed therefore.

PART 2 CONSTRUCTION MATERIALS

Materials for this project shall conform with the Standard Specifications for Public Works Construction, the most current edition and all supplements thereto, and the sections to follow.

SECTION 200-ROCK MATERIALS SECTION

200-1 ROCK PRODUCTS Rock products shall conform to the provisions of Section 200-1 “Rock Products,” of the Standard Specifications and these special provisions.

200-1.4 DRAIN ROCK Drain rock shall conform to the provisions of Section 200-1.4, “Course Aggregate for Portland Cement Concrete”, of the Standard Specifications, and shall be 38 mm diameter with 90-100% passing Sieve No. 2.

200-1.5 SAND Sand shall conform to the provisions of Section 200-1.5 “Sand”, of the Standard Specifications, and those special provisions referred to in Section 202-3 relating to interlocking paving stones for sand laying course materials.

200-2.4 CRUSHED MISCELLANEOUS BASE Crushed miscellaneous base shall conform to the provisions of Section 200-2.4, “Crushed Miscellaneous Base”, of the Standard Specifications, and these special provisions.

SECTION 201-CONCRETE, MORTAR AND RELATED MATERIALS

201-1 PORTLAND CEMENT CONCRETE Portland cement concrete shall conform to the provisions of Section 201-1, "Portland Cement Concrete," of the Standard Specifications and these special provisions.

CURBS, WALKS, GUTTERS, CROSS GUTTERS, CURB RAMPS AND DRIVEWAYS Concrete for curbs, walks, gutters, cross gutters, curb ramps and driveways shown on City Standard Plan for “Concrete Curb, Gutter and Sidewalk” (Dwg. 100, Case 3101), City Standard Plan for “Concrete Driveway” (Dwg. 102, Case 3101), “General Concrete Notes” (Dwg. 104, Case 3101) and City Standard Plan for “Wheelchair Curb Ramp” (Dwg. 106, Case 3101) shall be class 470-C-2500 (5 sack, 25 mm, 17.24 MPa).

201-2.2.1 REINFORCING STEEL Reinforcing steel shall conform to the provisions of Section 201-2.2.1, "Reinforcing Steel", of the Standard Specifications and these special provisions.

DOWELS Dowels shown on City Standard Plan “Concrete Curb, Gutter and Sidewalk” (Dwg. 100, Case 3101), “General Concrete Notes” (Dwg. 102, Case 3101), and “Wheelchair Curb Ramp” (Dwg. 106, Case 3101) shall be #4 deformed rebar x 305mm long minimum, grade 40 minimum.

201-2.2.3 WIRE MESH REINFORCEMENT Welded wire fabric shall conform to the provisions of Section 201-2.2.3, "Wire Mesh Reinforcement", of the Standard Specifications and these special provisions.

SECTION 201-4 CONCRETE CURING MATERIALS

201-4.1 MEMBRANE CURING COMPOUNDS Curing compound shall conform to the provisions of Section 201-4, "Concrete Curing Compound," of the Standard Specifications and these special provisions.

206-MISCELLANEOUS METAL ITEMS

206-3 GRAY IRON CASTINGS Tree grates and frames shall be 1.22 meters square of cast iron, Part #R-8706-1 as manufactured by Neenah Foundry Company (local representative: Metalrep, Inc., 2072 Norris Road, Walnut Creek, CA 94596, phone: (925) 932-7737) or approved equivalent.

1. Material: Gray iron castings shall conform to ASTM A-48, Class 35 or better.
2. Finish: All castings shall be manufactured true to pattern. Component parts shall fit together in a satisfactory manner. They shall be of uniform quality, free from blowholes, porosity, hard spots, shrinkage distortion or defects. They shall be smooth and well cleaned by shot-blasting.
3. Paint: Tree grates and frames shall be furnished without paint or primer as the standard.
4. For installation procedures, refer to manufacturer's installation catalog.

215-1 TRAFFIC CONTROL (See Section 315-1 also) Traffic control shall meet the requirements of Section 7-10, "Public Convenience and Safety," of the Special Provisions and the same section of the Standard Specifications, and these provisions.

Contractor shall submit a traffic control plan for approval by the Purchasing Supervisor prior to proceeding with any work.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

When lane closures are made for work periods only, at the end of each work period, all components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way. If the Contractor so elects, said components may be stored at selected central locations, approved by the Purchasing Supervisor, within the limits of the street right-of-way.

Contractor is hereby directed to the presence of high volume of pedestrians in the vicinity of project site. The City will require that the contractor provide clear pedestrian access within the construction limit. The contractor shall at all times be responsible for the safety of all pedestrians within construction limit through the duration of this contract. Contractor equipment shall not obstruct line of sight to pedestrians.

PART 3 CONSTRUCTION METHODS

Methods for this project shall conform with the Standard Specifications for Public Works Construction, the most current edition and all supplements thereto, and the sections to follow.

SECTION 300 EARTHWORK

300-1.3 REMOVAL AND DISPOSAL OF MATERIALS Sidewalk concrete, trees and shrub removal and disposal shall conform to the provisions of Section 300-1.3 "REMOVAL AND DISPOSAL", of the Standard Specifications.

Removal and disposal shall include the removal of Portland Cement Concrete, trees and shrubs shown to be removed using methods approved by the Purchasing Supervisor.

Existing concrete improvements shall be sawcut to the full depth of the existing concrete slab. All sawcut residue shall be collected concurrently with the sawcutting operation by vacuum or other method approved by the Purchasing Supervisor and disposed of off City property.

Unless otherwise shown on the plans or directed by the Purchasing Supervisor, existing trees shall be protected and remain in place.

300-1.4 MEASUREMENT AND PAYMENT The unit price for removal and disposal of various items will be included in on Bid Item No. 1, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in removal and disposal, Portland Cement Concrete saw cutting, collecting and disposing of saw cut residue, loading, hauling, and disposing of all resulting material, as shown on the plans and specified in the Standard Specifications and these special provisions, and as directed by the Purchasing Supervisor.

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

303-5.1.1 GENERAL Concrete work shall be constructed according to the details shown on the City of San Leandro Standard Plan for "CONCRETE CURB, GUTTER AND SIDEWALK" (Drawing 100, Case 3101) and the specifications shown on the City of San Leandro Standard Plan for "GENERAL CONCRETE NOTES" (Drawing 104, Case 3101).

MEASUREMENT AND PAYMENT Payment for concrete work will be included in Bid Item No. 1 which includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in concrete construction, including excavation to and preparing subgrade; furnishing; installing and removing forms; furnishing and installing dowels; constructing joints; finishing; and applying curing compound as shown on the plans, as specified in the Standard Specifications, and as directed by the Purchasing Supervisor.

SECTION 304 - METAL FABRICATION AND CONSTRUCTION

CAST IRON TREE GRATES Tree grates and frames shall be wired to the form. Shim should be placed to provide a 5 mm spacing between the vertical faces of the frame and grate. Frames shall butt together snugly, leaving as little gap as possible. Place #4 bent rebar through holes in the anchor lugs of the frame to provide additional anchorage in the concrete. Frame sections must be level and tree grate seat must be in true, flat plane to prevent rocking of the grate.

To ensure proper fit, especially when grates are bolted to the frame, the grate or a template should be placed in the frame when concrete surround is poured to provide an even surface on which the grate can rest. Care must be taken to prevent concrete from adhering to the surface of the grate during the pour. When the concrete has set, the wires can be cut and trimmed, allowing for the removal of the grate and forming materials. The grate should be replaced in the same orientation as used in the forming procedure.

The seat of the grate should be cleaned prior to setting the grate. The grate halves should be bolted together on the underside using the bolt slots provided.

After the removal of form, carefully inspect for voids under the frame especially along curb side and dry pack such voids if present.

MEASUREMENT AND PAYMENT The contract unit price paid for "1.22mx1.22m Cast Iron Tree Well Grate in Place", Bid Item No. 1, shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in furnishing and installation of tree grates and as shown on the plans, as specified in the Standard Specifications, these special provisions and as directed by the Purchasing Supervisor.

315-1 TRAFFIC CONTROL (See Section 215-1 also) Traffic control shall meet the requirements of Section 7-10, "Public Convenience and Safety," of the Special Provisions and the same section of the Standard Specifications, and these provisions.

LANE CLOSURES AND DETOURS: Contractor shall submit a traffic control plan for approval by the Purchasing Supervisor prior to proceeding with any work affecting public traffic.

When lane closures are made for work periods only, at the end of each work period, all components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way. If the Contractor so elects, said components may be stored at selected central locations, approved by the Purchasing Supervisor, within the limits of the street right-of-way.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

Contractor is hereby directed to the presence of high volume of pedestrians in the vicinity of project site. The City will require that the contractor provide clear pedestrian access within the construction limit. The contractor shall at all times be responsible for the safety of all pedestrians within construction limit through the duration of this contract. Contractor equipment shall not obstruct line of sight to pedestrians.

MEASUREMENT AND PAYMENT The payment for traffic will be included in Bid Item No. 1, and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in preparing and furnishing traffic control plans required for the direction of public traffic through or around the work, furnishing flag persons and flashing arrow boards, furnishing, erecting or placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the traffic control system as shown on the plans, as specified in the Standard Specifications, these special provisions, and as directed by the Purchasing Supervisor.

315-2 PEDESTRIAN ACCESS Pedestrian travel shall be maintained at all times along both sides of the street. All temporary pedestrian walkways shall be at least 4 feet wide and fully accessible to handicapped pedestrians. In all cases, pedestrian walkways shall be separated from vehicular travel by a clear area of at least 6 feet, or in locations where the 6 feet of horizontal separation of pedestrian traffic is not feasible, by raised curb, a raised wooden walkway with standard railings, or by K rails. This condition may be modified or waived by the City Purchasing Supervisor or upon written request by the Contractor. Provisions to activate pedestrian signal indications will be made in instances where pedestrian access to the existing pedestrian push-button cannot be maintained. Existing lighting levels in the area prior to construction shall be maintained during all construction.

MEASUREMENT AND PAYMENT Payment for pedestrian access will be included in Bid Item No. 1 and shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in preparing and furnishing traffic control required for the direction of pedestrian traffic through or around the work, furnishing, erecting or placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the traffic control system as necessary, as specified in the Standard Specifications, these special provisions and as directed by the Purchasing Supervisor.

EXHIBIT G

NOTES:

1. All sidewalk standard sidewalk unless noted otherwise.
2. All PCC improvements to be removed shall be saw cut along existing scorelines. No section to be replaced shall be smaller than 24 inches in either length or width. If the saw cut in sidewalk or driveway would fall within 24 inches of a construction joint, expansion joint, cold joint, or edge, the concrete shall be removed to the joint or edge. All saw cut residue shall be vacuumed concurrently with sawing operation. Locations of all saw cuts shall be verified by the manager prior to cutting.
3. Standard sidewalk replaced per Drawing 100, 104, Case 34101.
4. Exposed surfaces of standard sidewalk shall be steel troweled followed by a medium broom finish. Existing decorative finishes shall be matched in kind.
5. All PCC improvements shall be doweled to existing adjacent PCC improvements using 12" long #3 rebar dowels at 3' O.C. U.O.N. drill for tight fit or epoxy in place.
6. Concrete shall be 470-C-2500 (5 sack, one inch maximum aggregate, 2500 psi). Aggregate base (AB) shall be crushed AB or crushed miscellaneous base.
7. All concrete shall be cured by keeping continuously moist for three days after pouring either by sprinkling, covering with a waterproof membrane, or applying Type 1 concrete curing compound.
8. Concrete for curb, gutter, sidewalk and driveway shall contain one (1) pound lampblack per cu. yd. (at batch plant). (4 pounds of lampblack to be used in basket weave sidewalk).
9. New imported full depth AB shall be placed under all new or replacement curb, gutter, sidewalk and driveway.
10. AB shall be compacted to not less than 90% relative compaction, as tested by City approved laboratory at contractor's expense.

BID FORM
Tree Grate Installation
01-02.032

To: City of San Leandro
835 E. 14th Street
San Leandro, California, 94577

From: _____
Name of Bidder

Mailing Address

City, State & Zip

The undersigned Bidder agrees he will contract with the City of San Leandro to provide all necessary labor, supervision, machinery, tools, apparatus, and other means of construction to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and that he will take in full payment the amount set forth hereon.

Bid No. **01-02.032** for **Tree Grate Installation**, in its entirety, all Addenda and the following documents by this reference are hereby made a part of this contract:

- a. Notice of Invitation For Bids
- b. Sludge Material Management Specifications
- c. Instructions To Bidder
- d. Terms and Conditions
- e. Special Provisions For Services
- f. Tree Grate Installation Instructions (including Exhibits A through G)
- g. Bid form**
- h. Addenda (if any)**
- i. Subcontractor information questionnaire**
- j. Non-Collusion Affidavit**
- k. Bid Security Bond forms**
- l. Bidder's Guaranty**
- m. Bidder's Statement Regarding Insurance Coverage**
- n. Worker's Compensation Insurance Certificate**
- o. Payment Bond forms
- p. Performance Bond forms
- q. Experience Statement**
- r. Subcontractors List**
- s. Contractor's License Statement**
- t. Insurance requirements (attached)

Items in **bold** are to be completed and enclosed in sealed bid.

BID FORM - Continued

Bidder acknowledges receipt of Addenda Number(s) __, __, __, and __.

The cost of all labor, material, and equipment necessary for the completion of the work itemized, even though not shown or specified, shall be included in the unit price for the various items shown hereon. The City of San Leandro reserves the right to increase or decrease the quantity of any item or omit items as may be deemed necessary, and the same shall in no way affect or make void the contract. When increases or decreases are made, appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

CONTRACT PRICE SCHEDULE

Item No.	Description	Estimated Quantity	Price EACH	Bid Quantity (in Words)	Bid Quantity (in Figures)
1.	1.22 m X 1.22 m Cast Iron Tree Well Grate in place	103			

ORDER OF WORK TO BE DONE

Priority Location Number	Location	# of Pits
1	Toler Parking Lot	1
2	1032 East 14 th Street	1
3	1060 East 14 th Street	1
4	1070 East 14 th Street	1
5	858 East 14 th Street – A	1
6	858 East 14 th Street – B	1
7	858 East 14 th Street – C	1
8	Next to 838 East 14 th Street – A	1
9	Next to 838 East 14 th Street – B	1
10	794 East 14 th Street	1
11	770 East 14 th Street – A	1
12	770 East 14 th Street – B	1
13	770 East 14 th Street – C	1
14	710 East 14 th Street – A	1
15	710 East 14 th Street – B	1

Priority Location Number	Location	# of Pits
16	710 East 14 th Street – C	1
17	696 East 14 th Street – A	1
18	696 East 14 th Street – B	1
19	695 East 14 th Street	1
20	689 East 14 th Street	1
21	688 East 14 th Street	1
22	685 East 14 th Street – B	1
23	685 East 14 th Street – A	1
24	656 East 14 th Street	1
25	645 East 14 th Street	1
26	644 East 14 th Street	1
27	641 East 14 th Street	1
28	632 East 14 th Street – A	1
29	632 East 14 th Street – B	1
30	601 East 14 th Street	1
31	600 East 14 th Street	1
32	581 East 14 th Street	1
33	579 East 14 th Street	1
34	577 East 14 th Street	1
35	564 East 14 th Street – A	1
36	564 East 14 th Street – B	1
37	555 East 14 th Street – A	1
38	555 East 14 th Street – B	1
39	555 East 14 th Street – C	1
40	530 East 14 th Street – A	1
41	530 East 14 th Street – B	1
42	530 East 14 th Street – C	1
43	530 East 14 th Street – D	1
44	530 East 14 th Street – E	1
45	501 East 14 th Street – A	1
46	501 East 14 th Street – B	1
47	501 East 14 th Street – C	1
48	497 East 14 th Street	1
49	485 East 14 th Street	1
50	484 East 14 th Street – A	1
51	484 East 14 th Street – B	1
52	471 East 14 th Street	1

Priority Location Number	Location	# of Pits
53	464 East 14 th Street	1
54	462 East 14 th Street – A	1
55	462 East 14 th Street – B	1
56	458 East 14 th Street	1
57	457 East 14 th Street	1
58	452 East 14 th Street	1
59	450 East 14 th Street	1
60	445 East 14 th Street	1
61	421 East 14 th Street – B	1
62	421 East 14 th Street – A	1
63	408 East 14 th Street	1
64	401 East 14 th Street	1
65	400 East 14 th Street	1
66	390 East 14 th Street	1
67	382 East 14 th Street	1
68	375 East 14 th Street – A	1
69	375 East 14 th Street – B	1
70	375 East 14 th Street – C	1
71	370 East 14 th Street	1
72	368 East 14 th Street	1
73	355 East 14 th Street – A	1
74	355 East 14 th Street – B	1
75	355 East 14 th Street – C	1
76	333 East 14 th Street – A	1
77	333 East 14 th Street – B	1
78	330 East 14 th Street	1
79	329 East 14 th Street – A	1
80	329 East 14 th Street – B	1
81	320 East 14 th Street	1
82	308 East 14 th Street	1
83	304 East 14 th Street	1
84	302 East 14 th Street	1
85	301 East 14 th Street	1
86	259 East 14 th Street	1
87	245 East 14 th Street	1
88	237 East 14 th Street	1
89	232 East 14 th Street – A	1

Priority Location Number	Location	# of Pits
90	232 East 14 th Street – B	1
91	232 East 14 th Street – C	1
92	232 East 14 th Street – D	1
93	232 East 14 th Street – E	1
94	223 East 14 th Street	1
95	201 East 14 th Street	1
96	145 East 14 th Street	1
97	111 East 14 th Street	1
98	110 East 14 th Street – A	1
99	110 East 14 th Street – B	1
100	110 East 14 th Street – C	1
101	Next to 110 East 14 th Street – A	1
102	Next to 110 East 14 th Street – B	1
103	Next to 110 East 14 th Street – C	1

(Abbreviations: m=meters, m²=square meters, m³ = cubic meters, LS=lump sum, EA=each)

NOTE: The estimate of construction quantities set forth herein is approximate only, being given as a basis for the comparison of bids. The City does not expressly or by implication agree that the actual amount of work will correspond therewith, and reserves the right to change the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or expedient by the Engineer in accordance with section 3-2.1.1 of the Special Provisions. All bids will be compared on the basis of the Engineer's Estimate of the quantities of the work to be done. The undersigned declares, by their signature to this proposal, that the bidder has checked carefully all of the above figures and understands that the City shall not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

Award of bid will be made to the lowest responsible and responsive bidder based on the Total Bid amount.

Amount Written in Words. This bid will be awarded based upon the total amount bid **as written in words**. Where there is a discrepancy between words and figures, **WORDS WILL GOVERN**. Where there is a discrepancy between item unit price and extended total, **UNIT PRICE WILL GOVERN**.

Please check your calculations before submitting your bid; the City will not be responsible for Bidder miscalculations.

BID FORM - Continued

Subcontractor Information Does this proposal include the use of subcontractors?

Yes _____ No _____ Initials _____

Company Name of Bidder

Mailing Address (PO Box or street)

City, State, and Zip Code

Name of Authorized Representative

Signature

Title

Type of Business (Corp, Partnership, Sole Proprietorship)

Telephone Number

Facsimile Number

(To be notarized)

BID SECURITY BOND
To Be Completed and Submitted With Bid

KNOW ALL PERSONS BY THESE PRESENTS:

THAT _____ hereinafter called Principal, and
(Contractor)

_____ hereinafter called Surety, are
(Surety)

jointly and severally held and firmly bound unto the City of San Leandro, San Leandro, California, hereinafter called City, in the penal sum of ten percent (10%) of the aggregate of the bid of Principal for the work, this sum not to exceed (\$_____) dollars lawful money of the United States, for the payment whereof unto City, Principal and Surety jointly and severally bind themselves forever firmly by these presents.

WHEREAS, Principal is herewith submitting a bid to:

Tree Grate Installation 2002

NOW, THEREFORE, the condition of this obligation is such that if Principal is awarded a contract for the work, and if Principal within that time specified in the bid enters into, executes and delivers to City a contract in the form provided herewith, and if Principal within the time specified in the bid gives to City the performance bond and the payment bond on the forms provided herewith, and evidence of required liability and worker's compensation insurance, then this obligation shall be void.

If, however, Principal shall fail or refuse to furnish, execute, and deliver to City said performance and payment bonds, and evidence of required liability and worker's compensation insurance in the time stated in the bid, then Principal and Surety shall forfeit to City the penal sum hereof.

AND IT IS HEREBY DECLARED AND AGREED that Surety shall be liable under this obligation as Principal, and that nothing of any kind or nature whatsoever that will not discharge Principal shall operate as a discharge or a release of liability of Surety.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of Principal, Surety and City and their respective heirs, executors, administrators, successors and assigns.

SIGNED AND SEALED this _____ day of _____, 200__

Name of Principal

Signature of Principal's Authorized Representative

Name and Title of Signer

(Seal and signature of Notary Public)

(Attach notary acknowledgment of Surety)

**BIDDER'S GUARANTY
To Be Submitted With Bid**

The successful bidder shall execute this guaranty upon execution of the contract. If they so choose, Bidders may execute this guaranty at the time of submitting their bid.

To the City of San Leandro
Project: 01-02.032 Tree Grate Installation 2002

The undersigned guarantees the production, construction, and installation of the following work included in this project in accordance with:

**Bid No. 01-02.032
Tree Grate Installation 2002**

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the contract documents, due to any of the above causes, all within **twelve (12) months after date on which this contract is accepted** by the City of San Leandro, hereinafter called City, the undersigned agrees to reimburse the City, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project.

Said reimbursement shall include the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or upon demand by the City, to replace any such materials and to repair said work completely without cost to the City so that said work will function successfully as originally contemplated. The City shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by the undersigned. In the event the City elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the City. If the undersigned shall fail or refuse to comply with their obligations under this guaranty, the City shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred due to the said failure or refusal.

Name of Bidder/Contractor (Person, Firm, or Corporation)

Signature of Bidder/Contractor's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

**BIDDER'S STATEMENT
REGARDING INSURANCE COVERAGE
To Be Submitted With Bid**

BIDDER HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in the Invitation For Bids No. 01-02.032, for Tree Grate Installation 2002. Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the City of San Leandro as Additional Insured for the work specified.

Name of Bidder (Person, Firm, or Corporation)

Signature of Bidder's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

WORKER'S COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

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

Name of Bidder (Person, Firm, or Corporation)

Signature of Bidder's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

ATTEST:
By _____
Signature

Title

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of San Leandro, hereinafter called "City", has awarded to _____ as Principal, hereinafter called "Contractor", a contract for the work described as follows:

**Bid No. 01-02.032
Tree Grate Installation 2002**

WHEREAS, Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, material, men, and other persons, as provided by law; and

WHEREAS, _____ is hereinafter called "Surety";

NOW, THEREFORE, we, the undersigned Contractor and Surety, are held and firmly bound unto the City in the amount required by law, the sum of:

_____ Dollars (\$_____) (100% of Contract Amount)

for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, that if said Contractor, its heirs, executors, administrators, successors or assigns; or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and their subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the Surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 to give a right of action to such persons or their assigns in any suit brought upon this bond.

Provided that any alterations in the work to be done or the material to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release either the Contractor or the Surety hereunder, nor shall any extensions of time granted under the provisions of said contract release either the Contractor or the Surety, and notice of such alterations or extensions of the contract is hereby waived by the Surety.

PAYMENT BOND - Continued

SIGNED AND SEALED this _____ day of

_____, 200__

Contractor

Seal

By _____
Signature

Seal

Surety

By _____
Signature

Surety's Mailing Address

Surety's Mailing Address

Telephone Number

PAYMENT BOND - Continued

(Attach Notarized "Acknowledgement of Surety" and "Power of Attorney")

Approved As

To Content:

Signature of City
Purchasing Agent or Attorney

Name & Title

Approved As

To Form:

Signature of City Attorney

Name & Title

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT _____, hereinafter called Principal, and
Contractor
_____, hereinafter called Surety, are

jointly and severally held and firmly bound unto the City of San Leandro, California, hereinafter called City, in the penal sum of

_____ Dollars (100% of amount bid in proposal)
(\$ _____) lawful money of the United States, for the payment whereof unto City. Principal and Surety jointly and severally bind themselves forever firmly by these presents.

WHEREAS, City has awarded to Principal a contract to:
Tree Grate Installation 2002

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

NOW, THEREFORE, the condition of this obligation is such that if Principal shall faithfully perform the covenants, conditions and agreements in the contract, and any changes made as therein provided. and shall indemnify and save harmless City, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise, it shall remain in full force and virtue, and Principal and Surety, in the event suit is brought on this bond, will pay to City such reasonable attorney's fees as shall be fixed by the court

As a condition precedent to the satisfactory completion of the contract, the above obligation shall hold good for a period of one (1) year after the completion of the work and its acceptance by City, during which time if Principal shall fail to make full, complete and satisfactory repair and replacements and totally protect the City from loss or damage made evident during the period of one (1) year from the date of acceptance of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. However, nothing in this paragraph to the contrary notwithstanding, the obligation of Surety hereunder, shall continue so long as any obligation of Principal remains.

And 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 hereunder or the specifications and drawings accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the drawings and specifications.

IT IS HEREBY DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of Principal, Surety and City and their respective heirs, executors, administrators, successors and assigns.

PERFORMANCE BOND - Continued

SIGNED AND SEALED this _____ day of

_____, 200__

Contractor

Seal

By _____

Signature

Seal

Surety

By _____

Signature

Surety's Mailing Address

Surety's Mailing Address

Telephone Number

(Attach Notarized "Acknowledgement of Surety" and "Power of Attorney")

Approved As

To Content: _____

Signature of City

Purchasing Agent or Attorney

Name & Title

Approved As

To Form: _____

Signature of City Attorney

Name & Title

**EXPERIENCE STATEMENT
To Be Submitted With Bid**

List at least three references for work of a similar nature performed within the last three years.

I hereby certify that I have performed the work listed below.

Signature of Bidder

Description	Yr.	Amt.	Customer & Telephone
_____	_____	\$ _____	_____
			(_____)_____
_____	_____	\$ _____	_____
			(_____)_____
_____	_____	\$ _____	_____
			(_____)_____
_____	_____	\$ _____	_____
			(_____)_____
_____	_____	\$ _____	_____
			(_____)_____

SUBCONTRACTORS LIST

The following is a list of the subcontractors that will be used in the work if the Bidder is awarded the contract, and no subcontractor not listed below will be used without the written approval of the City of San Leandro. Additional numbered pages outlining this portion of the bid may be attached to this page. **NOTE: Subcontractors' address, telephone number, license numbers, class and expiration date information may be omitted from this form but must then be submitted within two (2) working days following the opening of bids. Subcontractor name, location, and item of work must be stated at the time of the bid.**

Bidder Name

SUBCONTRACTORS LIST, Page 1 <i>All Subcontractors in excess of 1/2 of 1% of total bid must be listed.</i>		
SUBCONTRACTOR:	ITEM OF WORK:	
LOCATION/ADDRESS:		
LICENSE NO. CLASS:	EXPIRATION DATE: / /	PHONE: ()
SUBCONTRACTOR:	ITEM OF WORK:	
LOCATION/ADDRESS:		
LICENSE NO. CLASS:	EXPIRATION DATE: / /	PHONE: ()

CONTRACTOR'S LICENSE STATEMENT

CONTRACTOR'S LICENSE: A California contractor's license is required for this work. No bid shall be accepted from a contractor who has not been licensed in accordance with Chapter 9, Division 3 of the Business and Professional Code.

CA Contractor's License # _____

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - A. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001.)
 - B. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 "any auto" and endorsement CA 0025.
 - C. Worker' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

2. Minimum Limits of Insurance. Contractor shall maintain limits no less than:
 - A. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If commercial General Liability Insurance or other form with 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.
 - B. Automobile liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - C. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability Limits of \$1,000,000 per accident.

3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insure shall reduce or eliminated such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of bsses and related investigations, claim administration and defense expenses.

4. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

A. General Liability and Automobile Liability Coverages.

- i. The City, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of the protection afforded to the City, its officers, officials, employees or volunteers.
- ii. The Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. any insurance or self -insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
- iv. The Contractor's insurance shall apply separately to each insured against whom claim is made or suite is brought, except with respect to the limits of the insurer's liability.

B. Workers' Compensation and Employers Liability Coverage.

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the City.

C. All Coverages.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, returned receipt request, has been given to the City.

5. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
6. Verification of Coverage. Contractor shall furnish City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
7. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.