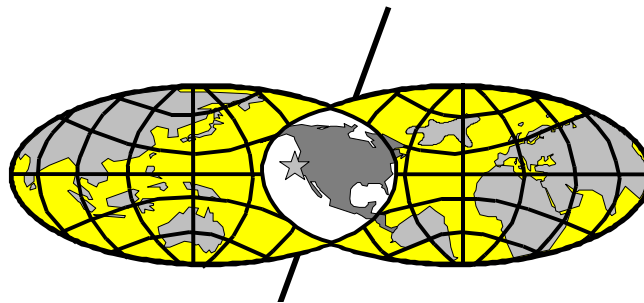


PORT OF OAKLAND STANDARD CONTRACT PROVISIONS

FEBRUARY 2015



PORT OF OAKLAND

THE BOARD OF PORT COMMISSIONERS

ROOM 629

530 WATER STREET

OAKLAND, CA 94607

Preface

Pursuant to the Port of Oakland Purchasing Ordinance, the Port of Oakland Standard Contract Provisions (Standard Contract Provisions) is incorporated by reference into Project Manuals issued by the Port for public works construction projects. Modifications to the Standard Contract Provisions implemented since the most recent published edition of the Standard Contract Provisions, and any project-specific modifications to the Standard Contract Provisions (e.g., modifications to the General Conditions, deletion of OCIP-related documents for non-OCIP projects, etc.) will be included in Document 00800, *Modifications to Standard Contract Provisions* of the Project Manual.

Knowledge of these Standard Contract Provisions and other contract requirements included in the project-specific Project Manual is essential for all contractors bidding and undertaking construction work for the Port of Oakland.

Revision History:

First Edition approved by Board of Port Commissioners on October 19, 2004
[Resolution No. 04298].

Second Edition approved by Board of Port Commissioners on November 17, 2009
[Resolution No. 09165].

Third Edition approved by Board of Port Commissioners on February 26, 2015
[Resolution No. 15-017].

DOCUMENT 00010

**PORT OF OAKLAND
STANDARD CONTRACT PROVISIONS**

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– END OF DOCUMENT –

**UPON REQUEST THIS DOCUMENT WILL BE PROVIDED TO THE SUCCESSFUL BIDDER FOR EXECUTION.
DO NOT COPY THIS FORM FOR SUBMISSION TO THE PORT.**

Escrow No. _____

DOCUMENT 00680

P.C.C. §22300

**ESCROW AGREEMENT FOR
SECURITY DEPOSITS IN LIEU OF RETENTION**

THIS ESCROW AGREEMENT ("Escrow Agreement") is made and entered into this _____ day of _____, _____, by and between the CITY OF OAKLAND, a municipal corporation, acting by and through its Board of Port Commissioners (hereinafter called the "Port"), whose address is 530 Water Street, Oakland, California 94607; _____ ("Contractor"), whose place of business is located at _____; and _____, a state or federally chartered bank in the State of California, whose place of business is located at _____ ("Escrow Agent").

For the consideration hereinafter set forth, Port, Contractor and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Port pursuant to the Construction Contract _____ for _____, in the amount of _____ dated _____ (the "Contract"). Alternatively, on written request of Contractor, Port shall make payments of the retention earnings directly to Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify Port within ten (10) calendar days of the deposit. The market value of the securities at the time of substitution shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between Port and Contractor. Securities shall be held in name of _____, and shall designate Contractor as the beneficial owner.
2. Port shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified above.
3. When Port makes payment of retention earned directly to Escrow Agent, Escrow Agent shall hold them for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the Parties shall be equally applicable and binding when Port pays Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of Port. Such expenses and payment terms shall be determined by Port, Contractor and Escrow Agent.
5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by

Contractor at any time and from time to time without notice to Port.

6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from Port to Escrow Agent that Port consents to withdrawal of amount sought to be withdrawn by Contractor.
7. Port shall have the right to draw upon the securities in event of default by Contractor. Upon seven (7) days written notice to Escrow Agent from Port of the default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by Port.
8. Upon receipt of written notification from Port certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on written notifications from Port and Contractor pursuant to Paragraphs 5 through 8, inclusive, of this Escrow Agreement and Port and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth above.
10. Names of persons who are authorized to give written notice or to receive written notice on behalf of Port and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Port:

Signature

Name

Title

530 Water Street
Oakland, CA 94607

On behalf of Port:

Signature

Name

Title

530 Water Street
Oakland, CA 94607

On behalf of Contractor:

Signature

Name

Title (If corporate: Chairman, President or Vice President)

Address

On behalf of Escrow Agent:

Signature

Name

Title

Address

Telephone Number

Fax Number

At the time the Escrow Account is opened, Port and Contractor shall deliver to Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Port

Contractor

Signature

Signature

Name

Name

Title

Title

Approved as to form and legality this ____
day of _____, 201____

DANNY WAN, Port Attorney
P. A. NO. _____

Escrow Agent

Title

Name

Signature

END OF DOCUMENT

DOCUMENT 00700

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GENERAL CONDITIONS

1. GENERAL

1.1 CONTRACT DOCUMENTS

The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between Architect/Engineer and the Contractor, (2) between the Port or its representatives and a Subcontractor, Sub-sub-contractor or supplier of any Project labor, materials or equipment, or (3) between any persons or entities other than the Port and the Contractor. Notwithstanding the foregoing, the Port shall be deemed to be an intended third-party beneficiary of each agreement referenced in clause (2) above, and each such agreement shall so provide. The Contractor is fully responsible for all acts and omissions of its Subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work, labor, materials or equipment under a direct or indirect contract with the Contractor just as the Contractor is responsible for the Contractor's own acts and omissions.

1.2 EXERCISE OF CONTRACT RESPONSIBILITIES

The Port does not, in exercising its responsibilities and authorities under the Contract Documents, assume any duties or responsibilities to any Subcontractor or supplier, nor does the Port assume any duty of care to the Contractor, its Subcontractors or suppliers. Architect/Engineer, in exercising its responsibilities and authorities under the Contract Documents, does not assume any duties or responsibilities to any Subcontractor or supplier, nor does Architect/Engineer assume any duty of care to the Contractor, its Subcontractors, or suppliers, except as expressly set forth in the Contract Documents.

1.3 DEFINED TERMS

Except as set forth herein, all abbreviations and definitions of terms used and not otherwise defined in these General Conditions are set forth in Specifications Section 01420 References and Definitions.

2. INVESTIGATIONS PRIOR TO BIDDING

2.1 INVESTIGATIONS BY CONTRACTOR

Bidders must, prior to bidding, perform the work, investigations, research and analysis required by Article V of the Agreement. The Contractor under the Contract Documents is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research and analysis. Bid prices must include entire cost of all work "incidental" to completion of the Work, as that term is defined in Section 5.1 of this Document 00700.

2.2 CONDITIONS SHOWN ON THE CONTRACT DOCUMENTS AND LIMITED WARRANTY

Information as to underground conditions, as-built conditions, or other conditions or obstructions, indicated in the Contract Documents, e.g., on Plans or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. However, the Port only warrants, and the Contractor may only rely, on the accuracy of limited types of information.

- (a) As to above-ground conditions or as-built conditions shown or indicated in the Contract Documents or as-built conditions readily observable, there is no express warranty or representation that such information is correctly shown or indicated or complete. This information is verifiable by independent investigation and the Contractor is required to make such verification as a condition to bidding. In submitting its Bid, the Contractor shall rely on the results of its own independent investigation. In submitting its Bid, the Contractor shall not rely exclusively on Port-supplied information regarding above ground conditions or as-built conditions, but should perform its own independent investigation of site conditions prior to submitting its bid.
- (b) As to any subsurface condition shown or indicated in the Contract Documents, the Contractor may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated. The Port is not responsible for the completeness of such information for bidding or construction; nor is the Port responsible in any way for any conclusions or opinions of the Contractor drawn from such information; nor is the Port responsible for subsurface conditions that are not specifically shown (for example, the Port is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown). In submitting its Bid, the Contractor shall not rely exclusively on Port-supplied information regarding subsurface conditions, but should perform its own independent investigation of site conditions prior to submitting its bid.

2.3 CONDITIONS SHOWN IN REPORTS AND PLANS SUPPLIED FOR INFORMATIONAL PURPOSES

Reference is made to Document 00320 Existing Conditions and Geotechnical Data for identification of geotechnical reports, "as built" information, and other plans or other documents describing physical conditions in or relating to existing surface or subsurface conditions or structures at or contiguous to the Site. These materials are not Contract Documents and, except for any "technical data" regarding subsurface conditions specifically identified in Document 00320 Existing Conditions and Geotechnical Data, and "Underground Facilities" data (as limited in Document 00320), the Contractor may not in any manner rely on the information in these reports and plans. Subject to the foregoing, the Contractor must make its own independent investigation of all conditions affecting the Work and must not rely on information provided by the Port.

Document 00340 Hazardous Materials Surveys is included as a Bidding Document, subject to Section 2.1. Bidder may rely on data made available under and described in Document 00340 Hazardous Materials Surveys regarding the general location of hazardous materials in the same manner as Bidder may rely on “technical data” under Section 2.3. Bidders shall advise the Port in writing of any discovered discrepancies or lack of information regarding data supplied under Document 00340 Hazardous Materials Surveys promptly upon knowledge.

2.4 SUBCONTRACTORS

In accordance with the Port’s Purchasing Ordinance and Public Contract Code Section 4101 et seq., the Contractor shall not substitute any other person or firm as a Subcontractor in place of any of those listed in the Bid, nor shall any Subcontractor assign or transfer subcontract, or permit the same to be performed by any other contractor without written approval of the Port. At the Port’s request, the Contractor shall provide the Port with a complete copy of all executed subcontracts or other final contractual agreements with Subcontractors and/or suppliers.

Annual On-Call Contracts only: Prior to commencing any specific task order or assignment, Contractor shall submit a list of subcontractors, if any, as required by Public Contract Code Section 4100, et seq. For purposes of the Port’s Purchasing Ordinance, each specific task order or assignment shall be deemed to constitute a separate phase of work.

The Contractor must, by written agreement, require subcontractors to be bound to the terms of the Contract Documents and require them to assume vis-à-vis the Contractor all the obligations and responsibilities which the Contractor, by the Contract Documents, assumes toward the Port, to the extent of the work to be performed by the subcontractor. Subcontract agreements must preserve and protect the rights of the Port under the Contract Documents so that subcontracting will not prejudice such rights. The Contractor must provide for the assignment of all rights any subcontractor may have against any manufacturer, supplier or distributor for breach of warranties and guarantees relating to the work performed by the subcontractor under the Contract Documents.

Contractor shall maintain a current list of all subcontractors (of any tier) under contract to work on the Project and supply Port with a copy of this list whenever updated.

3. COMMENCEMENT OF THE WORK

The Contract Times will commence to run no later than the thirtieth (30th) day after execution of the Contract, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed, or as specified in Document 00520 Agreement. The Port may give a Notice to Proceed at any time within thirty (30) days after the execution of the Contract. See also Section 15 hereof. The Contractor shall start to perform the Work on the date when the Contract Times commence to run, but no work shall be done at the site prior to the date on which the Contract Times commence to run.

4. BONDS AND INSURANCE

4.1 BONDS

4.1.1 At or before 5 o'clock p.m. of the twentieth (20) day following Notice of Award of Contract, or as otherwise specified in Documents 00200 and 00510, the Contractor must file with the Port the following bonds:

- (a) Corporate surety bond, in the form of Document 00610 Construction Performance Bond, in the sum specified therein, to guarantee faithful performance of the Contract Documents ("Performance Bond"); and
- (b) Corporate surety bond, in the form of Document 00620 Construction Labor and Material Payment Bond, in the sum specified therein, to guarantee payment of wages for services engaged and of bills contracted for materials, supplies, and equipment used in performance of the Contract Documents ("Labor and Material Bond").

4.1.2 Corporate sureties on these bonds and on bonds accompanying Bids must be legally authorized to engage in the business of furnishing surety bonds in State of California. Sureties must be satisfactory to the Port.

4.2 OWNER CONTROLLED INSURANCE PROGRAM ("OCIP")

The Port has the sole discretion to have the Project insured under an Owner Controlled Insurance Program ("OCIP)." If the Port elects to include the Project under an OCIP, the provisions in this Section 4.2 shall apply. (If the Port has elected not to include the Project under an OCIP, the provisions of Section 4.3 shall apply.) The Port shall designate an OCIP Administrator to provide administration and other services for the OCIP ("OCIP Administrator"). Subject to the Port's sole discretion, the OCIP will provide Workers' Compensation and Employer's Liability, Commercial General Liability, Excess Liability, Contractor's Pollution Legal Liability, and such additional insurance as the Port may elect to provide in connection with the Work, (collectively, the "OCIP Insurance Policies").

4.2.1 Coverage Under the OCIP Insurance Policies. Coverage under the OCIP shall apply to all Work performed at the Project Site designated by the Port for inclusion in the OCIP, and shall cover the Port, certain eligible Contractors and eligible Subcontractors who have successfully enrolled in the OCIP, as set forth below, (each, an "Enrolled Contractor" or "Enrolled Subcontractor," as the case may be), and such other persons or interests as the Port in its sole discretion may designate (each such party who is insured under the OCIP, an "Insured Party"). Coverage under the OCIP shall not apply to or be available for (a) vendors, suppliers, fabricators, material dealers, truckers, haulers, drivers and others who primarily transport, pickup, deliver, or carry materials, personnel, waste, parts or equipment or any other items or persons to or from the Project Site, (b) Contractors and each of their respective Subcontractors who do not perform any actual labor on the Project Site, (c) hazardous or regulated

materials contractors, (d) Contractors who perform marine diving operations, (e) demolition Contractors utilizing blasting, explosives or wrecking balls as part of the Work, (f) Contractors who have a workers' compensation experience modification in excess of 150%, (g) sole proprietor Contractors without workers' compensation insurance who do not provide evidence of medical insurance to the OCIP Administrator, and (h) any parties or entities not specifically included in the first sentence of this Section 4.2.1 (collectively, the persons and/or entities, as applicable, described in clauses (a), (b), (c), (d), (e), (f), (g) and (h) above, the "Excluded Parties"). The Port also reserves the right, in its sole discretion, to include or exclude any Contractor or Subcontractor from the OCIP, notwithstanding such party's apparent eligibility for same. Coverage under the OCIP shall apply only to those operations of each Insured Party performed at the Project Site in connection with the Work unless the Port agrees in writing that the OCIP shall apply to an Insured Party's operations off of the Project Site, and if such "off-site" operations are identified and are dedicated solely to the Project. It is the responsibility of the Contractor to request that the Port include coverage for specified "off-site" operations. The OCIP shall not apply to such "off-site" operations until receipt by the Contractor of written acknowledgment of such coverage from the Port.

4.2.2 Insured Party Responsibilities. The responsibilities of each Insured Party under the OCIP shall be as fully set forth in the Project Insurance Manual for the Port of Oakland's Owner Controlled Insurance Program (the "Project Insurance Manual") as existing at the beginning of the Project Work and as amended from time to time; the Project Insurance Manual shall be incorporated into the Agreement by reference and shall be considered a Contract Document. It is the obligation of the eligible Contractor and each of its eligible Subcontractors to enroll in the OCIP and to comply with all of the administrative, insurance and other requirements outlined in these General Conditions, the Project Insurance Manual, and elsewhere in the Contract Documents. The failure of (a) the Port to include the Project Insurance Manual in the bid documents, or (b) the Contractor to provide each of its eligible Subcontractors with a copy of same, shall not relieve the Contractor or any of its eligible Subcontractors from any of the obligations contained therein. The Contractor shall be responsible for providing each of its eligible Subcontractors with a copy of the Project Insurance Manual and for requiring in writing that each Subcontractor comply with, among other things, the provisions of the OCIP Insurance Policies, the provisions contained in the Project Insurance Manual, the provisions of these General Conditions, and the provisions of the Contract Documents.

4.2.3 Payment of OCIP Premiums; Insurance Credits; OCIP Policy Deductibles, Charges, and Retentions

(a) The cost of premiums for the coverage provided by any OCIP shall be paid by the Port. The Port shall receive or pay, as the case may be, all adjustments to such costs, whether by way of dividends, retro adjustments, return premiums, audits or

otherwise. Each Contractor and each of its Subcontractors shall execute any instrument of assignment as may be necessary to permit the Port to receive or pay such adjustments, unless otherwise provided in the Contract Documents.

- (b) To the extent the Port elects to include the Project in an OCIP, compensation payable to the Contractor for performance of the Work shall exclude all of Contractor's and its Subcontractors' costs of insurance for coverages provided under the OCIP. The Contractor shall execute, and require that all Subcontractors execute, the Insurance Cost Worksheet (or similar document) required by the Project Insurance Manual to certify that contract prices exclude all costs for any type of insurance coverage that is provided under the OCIP. By submitting a bid, the Contractor and each Subcontractor warrant that no costs for insurance provided by the OCIP Insurance Policies are included in any lump sum or cost plus contract costs.
- (c) All "Deductibles," "Retentions," and "Charges" (as defined in the Project Insurance Manual) or similar costs or charges shall be paid by the responsible Contractor for losses claimed to be attributable to the Contractor's acts, errors or omissions, or the acts, errors or omissions of its Subcontractors or any other entity or person for whom it may be responsible, unless otherwise provided in the Contract Documents.

4.2.4 Estimated Payrolls/Manhours Disclosure. Within twenty (20) calendar days of Contract Award, Contractor shall provide to the OCIP Administrator the completed Insurance Cost Worksheet (or similar document), and the Enrollment Form (or similar document) and any other forms as required by the Project Insurance Manual.

4.2.5 Port's Insurance Obligations; Contractor's Obligations. The Port assumes no obligation to provide insurance other than that contemplated under the Contract Documents, including the Project Insurance Manual. The Contractor and each Enrolled Subcontractor shall review the OCIP coverages, limits of liability and OCIP Insurance Policies (when available) to satisfy themselves that the coverages offered thereby meet their needs. Nothing contained herein shall be deemed to place any responsibility on the Port for ensuring that the insurance provided by the OCIP is sufficient for the conduct of Contractor's or its Subcontractors' business or performance of the Work. The Port reserves the right at its option, but without obligation to do so, to furnish other insurance coverage of various types and limits. The furnishing of insurance by the Port through the OCIP shall in no way relieve or limit, or be construed to relieve or limit, Contractor or any Subcontractor of any responsibility, liability, or obligation imposed by the Contract Documents or by law, including without limitation any indemnification obligations which Contractor or any of its Subcontractors has to the Port or other parties thereunder. Contractor acknowledges, and shall require all of its Subcontractors to acknowledge in writing, that by executing the

Enrollment Form (or similar document) as required by the Project Insurance Manual, the Port is not an agent, partner or guarantor of the insurance companies providing coverage under the OCIP (each such insurer, an "OCIP Insurer") and that the Port is not responsible for any claims or disputes between or among Contractor, its Subcontractors, and any OCIP Insurer(s). The Port shall not be liable to any party (including, but not limited to, Contractors and Subcontractors) for any failure or delay by any insurer to honor any policy obligation, including extra-contractual obligations, for any reason, including, but not limited to, coverage disputes, coverage defenses, claims handling practices, the defense of or the failure to defend any claim, or insolvency, and Contractor hereby releases the Port of any such claim, and shall require that any of its Subcontractors likewise release in writing the Port of any such claim.

4.2.6 OCIP Insurance Policies Establish OCIP Coverage. Any reference in these General Conditions, the Project Insurance Manual or elsewhere in the Contract Documents as to amount, nature, type or extent of coverage provided under the OCIP and/or potential applicability to any potential claim or loss is for reference only. The insurance coverages, agreements, conditions and exclusions contemplated in these General Conditions and the other Contract Documents shall be as set forth in full in their respective insurance policy forms. The descriptions of such policies in these General Conditions and the other Contract Documents are not intended to be complete or to alter or amend any provision of the actual insurance policies and in matters, if any, in which the description herein conflicts with such insurance policies, the provisions of the actual insurance policies shall govern. Contractor represents and warrants, and shall require that its Subcontractors represent and warrant in writing, that they have not relied upon said reference, and have relied solely upon their own independent review and analysis of the OCIP coverage, limits of liability and OCIP Insurance Policies (when available) in formulating any understanding and/or belief as to amount, nature, type or extent of any coverage provided by the OCIP Insurance Policies and/or their potential applicability to any potential claim or loss.

4.2.7 The Insurance Coverages Supplied. To the extent the Port elects to include the Project in an OCIP, and unless otherwise modified by the Port, the OCIP shall provide the following insurance to Enrolled Contractors and Enrolled Subcontractors for Work performed at the Project Site.

(a) Workers' Compensation Insurance in compliance with the workers' compensation laws of the state of the Project Site or other applicable jurisdiction, and Employer's Liability insurance in the amount of \$1,000,000 each accident, \$1,000,000 bodily injury each employee, and \$1,000,000 policy limit for bodily injury by disease. The Workers' Compensation insurance will include, as needed, "other states" coverage, U.S. Longshoremen and Harbor Workers Act coverage, Maritime/Jones Act coverage, including crew, with a limit of \$1,000,000 each accident and aggregate, and Federal Employer's Liability Act coverage with a limit of

\$1,000,000 each accident and aggregate. This insurance is primary for all covered employee injuries at the Project Site.

- (b) Commercial General Liability Insurance in a form providing coverage not less than the standard ISO Commercial General Liability coverage form, covering liability for bodily injury, property damage, personal and advertising injury, blanket contractual liability, independent contractors, explosion, collapse and underground hazards, products and completed operations, extending coverage for ten (10) years after final acceptance of the Work. The insurance shall have limits of \$2,000,000 per occurrence, \$2,000,000 personal and advertising injury, \$100,000 fire damage legal liability, \$4,000,000 products and completed operations aggregate, and \$4,000,000 annual general aggregate for all insureds combined under the OCIP.

Contractor shall be responsible, at its own expense, for a per occurrence charge, including court costs, attorney fees and costs of defense, for bodily injury or property damage losses payable that are claimed to be attributable to the Contractor's acts, errors or omissions, or the acts, errors or omissions of any of its Subcontractors or any other entity or person for whom Contractor may be responsible. The amount of the charge shall be based on the amount of the initial Contract Price, as follows:

- \$10,000 for all contracts \$1,000,000 and over;
- \$5,000 for all contracts below \$1,000,000.

The portion of the charge applying to Contractor or its Subcontractor(s) shall be the responsibility of the Contractor and shall remain uninsured. Contractor shall promptly pay its charge attributable to any loss. The Port, in addition to its other remedies, may backcharge Contractor for the obligation and deduct the back-charged amount from any sums due to Contractor under the Contract Documents.

- (c) Excess Liability Insurance over the Employer's Liability and Commercial General Liability Insurance, and extending coverage for ten (10) years after final acceptance of the Work for completed operations. The total combined excess liability limits for all insureds under the OCIP shall be at least:

Combined Single Limit each occurrence	\$100,000,000
Project Term Aggregate	\$100,000,000
Completed Operations Term Aggregate	\$100,000,000

The Products and Completed Operations Aggregate is the total amount available for all insureds for the ten (10) year period after final acceptance of the Work.

The insurance provided under the OCIP will not extend coverage for the liability of any insured party, vendor, manufacturer, fabricator, supplier, material dealer or other person or entity for liability arising out of any product manufactured, assembled or otherwise worked upon away from the Project Site, unless such manufacturing or assembly is expressly approved by the Port and as required by the applicable Contract Documents.

- (d) Contractor's Pollution Legal Liability Insurance on an occurrence basis, with limits of at least \$10,000,000 per occurrence and \$10,000,000 policy term aggregate for bodily injury, property damage, clean up costs and claim expenses, arising at or emanating from the Project Site arising from all operations performed on behalf of the Port.

Such insurance shall provide liability coverage for both sudden and gradual releases arising from the Work.

Contractor shall be responsible at its own expense for a per-occurrence charge for each loss payable under this insurance that is claimed to be attributable to the Contractor's acts, errors, or omissions, or the acts, errors, or omissions of any of its Subcontractors, or any other entity or person for whom Contractor may be responsible. The amount of the deductible shall be based on the amount of the initial Contract Price, as follows:

- \$10,000 per occurrence for contracts \$100,000 or under;
- \$25,000 per occurrence for contracts from \$100,000 to \$499,999;
- \$50,000 per occurrence for contracts from \$500,000 to \$4,999,999;
- \$100,000 per occurrence for contracts of \$5,000,000 or greater.

The portion of the charge applying to the Contractor or its Subcontractor(s) shall be the responsibility of the Contractor and shall remain uninsured. Contractor shall promptly pay its charge pertaining to any loss. The Port, in addition to its other remedies, may backcharge Contractor for the obligation and deduct the back-charged amount from any sums due to Contractor under the Contract Documents.

- 4.2.8 **OCIP Insurance Certificates and Policies.** To the extent the Port elects to include the Project in an OCIP, eligible Contractor and its eligible Subcontractors shall be insureds on the OCIP Insurance Policies. Prior to the time that Work is performed at the Project Site, the Port or the OCIP Administrator shall request that certificates of insurance for the Commercial General Liability, Contractor's Pollution Legal liability, and Excess Liability policies, if provided in the OCIP, be issued to the Contractor and Subcontractors, reflecting that they are insureds, and that

the insurer issue a Workers' Compensation insurance policy in the name of each Enrolled Contractor and Enrolled Subcontractor.

4.2.9 Additional Insurance Required From OCIP Insured Parties. In addition to any insurance coverages provided under the OCIP, the Contractor shall obtain and maintain, and shall require each of its eligible Subcontractors to obtain and maintain, the insurance coverage specified in subsections (a) through (e) below. Such insurance shall be primary and non-contributing with any insurance or retention of the Port and be in a form and from insurance companies reasonably acceptable to the Port. The insurance limits may be provided through a combination of primary and umbrella or excess policies. With respect to the insurance required under Section 4.2.7(c), the additional insured endorsement required by Section 4.2.10 shall be equivalent to ISO form CG 20 10, 11/85 edition or CG 20 33 07 04 and CG 20 37 07 04 edition together.

(a) Commercial Automobile Liability Insurance in a form providing coverage not less than the standard Commercial Automobile Liability ISO form, covering all owned, non-owned and hired automobiles with a combined single limit of not less than \$1,000,000 each accident for bodily injury and property damage but not less than \$5,000,000 combined single limit per accident for any operations performed on the South Field, the Aviation Operations Area (AOA) of the Oakland International Airport property.

If the Work involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, refer to the coverage described in Section 4.2.12, as this work must be done by an Excluded Party not enrolled in the OCIP.

(b) Statutory Workers' Compensation Insurance and Employer's Liability Insurance for operations away from the Project Site and which are not otherwise insured under the OCIP, including U.S. Longshoremen and Harbor Workers Act, Jones Act, and Federal Employer's Liability Act coverage, if appropriate, and with Employer's Liability limits of \$1,000,000 for bodily injury each accident, \$1,000,000 bodily injury each employee, and \$1,000,000 policy limit for bodily injury by disease.

(c) Commercial General Liability Insurance for operations away from the Project Site and which are not otherwise insured under the OCIP, in a form providing coverage not less than the standard ISO Commercial General Liability Insurance policy form. The limits shall be at least:

Each Occurrence	\$1,000,000
Annual General Aggregate	\$2,000,000

Products and Completed Operations

Aggregate	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000

- (d) Ocean Marine Liability Insurance for all owned, leased or hired watercraft used in connection with the Work away from the Project Site and not otherwise insured under the OCIP, covering liability for bodily injury and property damage (including loss of use) with a minimum limit of \$1,000,000 per person on board the watercraft for bodily injury and property damage per occurrence, but not less than \$5,000,000 per occurrence for watercraft 30-39 feet and not less than \$10,000,000 per occurrence for watercraft over 39 feet. Such insurance shall be maintained in the form of a standard Protection and Indemnity policy which shall include coverage for wreck removal and pollution liability.
- (e) Aircraft Liability Insurance if Contractor or its Subcontractors utilize aircraft in connection with the Work, and Contractor shall maintain, or require to be maintained, such insurance with a limit of at least \$1,000,000 combined single limit per accident for aircraft of four (4) seats or less, and \$5,000,000 combined single limit per accident for aircraft of five (5) seats or more, during any period during which such aircraft is utilized. Such insurance shall be in a form reasonably acceptable to the Port.

4.2.10 Additional Insureds/ Notice of Cancellation/ Primary Insurance. The Commercial Automobile Liability, Commercial General Liability, any Ocean Marine Liability, and any Aviation Liability Insurance specified in Sections 4.2.9(a), (c), (d) and (e), above, shall be subject to the following terms:

- (a) The City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, the Port of Oakland, and its commissioners, officers, agents and employees, and any additional entities as the Port may request, shall be included as additional insureds on the policies of insurance specified in this Section 4.2.10.
- (b) Written notice of cancellation or of any material cancellation, non-renewal or of any material reduction in limits or coverage in such insurance shall be provided in writing to the Port's OCIP Administrator and to the Port's Risk Manager by the Contractor or Contractor's agent at least thirty (30) days in advance of the effective date thereof, except that notice of cancellation for nonpayment of premium may be provided in writing ten (10) days in advance of the effective date thereof.
- (c) The insurance policies required by Section 4.2.9 shall provide that they are primary and non-contributory to any other insurance or self insured retention carried or held by such additional insureds.

4.2.11 Builder's Risk Insurance. Unless notified by the Port in writing that the Port has elected to include the Project in Builder's Risk Insurance under an OCIP, or that the Port shall otherwise provide Builder's Risk Insurance for the Project, Contractor must maintain Builder's Risk Insurance as required by this Section 4.2.11. The Port retains the right at its sole discretion to provide Builder's Risk Insurance for the Project. The Builder's Risk Insurance provided by the Contractor must remain in full force and effect during all periods of construction of the Work, and until final acceptance of the Work, on a form reasonably approved by the Port, and provide that Contractor, all construction managers, consultants, architects, engineers and Subcontractors providing labor or services in connection with the Work, and any additional parties specified by the Port, are insureds thereunder. The City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners shall be designated under such insurance as both a named insured and a loss payee. The Builder's Risk Insurance shall provide coverage equal to 100% of the replacement cost value of any existing structures, and the completed value of the Work for 100% of the full Contract Sum, including any increases in such Contract Sum pursuant to any Change Orders. Such insurance shall provide coverage against loss or damage caused by "all risk" or "special form" perils including coverage for water damage and terrorism, shall include installation floater coverage for the installation of equipment, and shall include coverage for property in transit. The insurance must extend to cover all materials, supplies and equipment intended for installation at the Project Site, in transit, and while located away from the Project Site for the purpose of repair, adjustment or storage at the risk of any insured and extend to cover any and all testing of equipment or systems. Such insurance shall provide for a deductible not to exceed \$100,000 per occurrence and provide sublimits of at least 100% of the replacement cost value of property to be incorporated into the Project while in transit or away from the Project Site. Partial occupancy or use of the Project shall not commence until all insurers providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Port and the Contractor shall take reasonable steps to obtain the consent of insurers and shall not, without mutual consent, take any action with respect to partial occupancy or use which would cause cancellation, lapse, or reduction of any insurance. The insurance shall provide that the Port Risk Manager shall receive forty-five (45) days advance written notice of cancellation, non-renewal, or material reduction in coverage, except that notice of cancellation for nonpayment of premium may be mailed ten (10) days in advance of the effective date thereof.

4.2.12 Insurance Requirements for Excluded Parties. Any Excluded Party performing Work shall obtain and maintain, and shall require each of its Excluded Subcontractors to obtain and maintain, the insurance coverage specified in, and shall otherwise comply with the provisions of, subsections (a) through (i) below, as applicable. Such insurance shall be primary and non-contributing with any insurance or retention of the Port and be in a form and from insurance companies reasonably acceptable to the Port. The insurance limits may be provided through a combination of

primary and umbrella or excess policies. With respect to the insurance required under Section 4.2.12(c), the additional insured endorsement(s) as required by Section 4.2.13 shall be equivalent to ISO form CG 20 10, 11/85 edition, or CG 20 33 07 04 and CG 20 37 07 04 together.

- (a) Commercial Automobile Liability Insurance covering all owned, non-owned and hired automobiles, trucks and trailers. Such insurance shall provide coverage not less than the standard ISO Commercial Automobile Liability policy form with limits not less than \$1,000,000 combined single limit each accident for bodily injury and property damage but not less than \$5,000,000 combined single limit for any operations performed on the South Field, the AOA of the Oakland International Airport property.

If the Work involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its Subcontractors shall provide coverage with a combined single limit of \$5,000,000 per accident covering transportation of such materials by amending the pollution exclusion of ISO Form CA 00 01 06 92 (or its equivalent) in the following manner:

1. DELETE SECTION a. (1) a.: (POLLUTION) "BEING TRANSPORTED OR TOWED AWAY BY, OR HANDLED FOR MOVEMENT INTO, ONTO OR FROM THE COVERED AUTO."
2. DELETE SECTION a.(1) b.: "OTHERWISE IN THE COURSE OF TRANSIT BY THE INSURED."

Such policy shall include the MCS-90 Endorsement. The policy shall be endorsed to specifically limit the reimbursement provisions of the MCS-90 to the named insured.

- (b) Statutory Workers' Compensation Insurance including U.S. Longshoremen and Harbor Workers Act, Jones Act, Marine Employers' Liability and Federal Employers' Liability Act coverage, if appropriate, and Employers' Liability, with limits of not less than \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury each employee and \$1,000,000 policy limit for bodily injury by disease.
- (c) Commercial General Liability Insurance on a form at least as broad as the standard ISO Commercial General Liability form, covering liability for bodily injury and property damage. Such insurance shall provide coverage for all operations and include independent contractors, products and completed operations, extending such coverage for five (5) years after final acceptance of the Work, blanket contractual liability coverage, broad form property damage coverage, coverage for explosion, collapse, and underground hazards and coverage for personal and advertising

injury. The limits of such insurance shall not be less than \$1,000,000 per occurrence, \$1,000,000 annual general aggregate and \$1,000,000 products and completed operations aggregate.

- (d) If the Work involves activities within fifty (50) feet of a railroad property, Railroad Protective Liability Insurance as required by the applicable railroad company.
- (e) Aircraft Liability Insurance if Contractor or its Subcontractors utilize aircraft in connection with the Work, and Contractor shall maintain, or require to be maintained, such insurance with a limit of at least \$1,000,000 combined single limit per accident for aircraft of four (4) seats or less, and \$5,000,000 combined single limit per accident for aircraft of five (5) seats or more, during any period during which such aircraft is utilized. Such insurance shall be in a form reasonably acceptable to the Port.
- (f) Ocean Marine Liability Insurance for all owned, leased or hired watercraft utilized during any period during which such watercraft are used in connection with the Work, by the Contractor or any of its Subcontractors, covering liability for bodily injury or property damage (including loss of use), with a minimum limit of \$1,000,000 per person on board the watercraft for bodily injury and property damage per occurrence, but not less than \$5,000,000 per occurrence for watercraft 30-39 feet and not less than \$10,000,000 per occurrence for watercraft over 39 feet. Such insurance shall be maintained in the form of a standard Protection and Indemnity policy which shall provide coverage for wreck removal and pollution liability
- (g) Professional Liability Insurance which Contractor shall maintain, or cause to be maintained, with respect to professional services performed by Contractor and any architects, engineers, consultants or other professionals engaged by Contractor who perform professional services in connection with the Work, with limits of not less than \$1,000,000 per claim and aggregate. Such insurance shall remain in force for at least five (5) years after final acceptance of the Work.
- (h) If the Work involves hazardous or regulated materials abatement, or if otherwise required by the Port, Contractor shall maintain, or cause to be maintained, Contractor's Pollution Legal Liability Insurance including transportation coverage and coverage for claims arising out of any non-owned disposal location to which waste is delivered in connection with the Work, with limits of at least \$5,000,000 per occurrence and aggregate, Such insurance shall be written on an occurrence form basis with a deductible not to exceed \$100,000 per occurrence and shall remain in force for a period of ten (10) years after final acceptance of the Work.

- (i) If the Work involves the disposal of hazardous or regulated substances, Contractor or its Subcontractor shall furnish an insurance certificate from the designated disposal facility establishing that the facility operator maintains current environmental liability Insurance, in a form reasonably satisfactory to the Port and with limits in the amount of not less than \$5,000,000 per occurrence and \$5,000,000 annual aggregate.

4.2.13 Additional Insureds / Notice of Cancellation/ Primary Insurance. The Commercial Automobile Liability, Commercial General Liability, and Aviation and/or Ocean Marine Liability and Contractor's Pollution Legal Liability insurance specified in Section 4.2.12 (a), (c), (e), (f) and (h), above, shall be subject to the following terms:

- (a) The City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, the Port of Oakland, and its commissioners, officers, agents and employees, and any additional entities as the Port may request, shall be included as additional insureds on the policies of insurance specified in this Section 4.2.13.
- (b) Written notice of cancellation or of any material cancellation, non-renewal or any material reduction in limits or coverage in such insurance shall be provided in writing to the Port's OCIP Administrator and to the Port's Risk Manager by the Contractor or Contractor's agent at least thirty (30) days in advance of the effective date thereof, except that notice of cancellation for nonpayment of premium may be provided in writing ten (10) days in advance of the effective date thereof.
- (c) The insurance policies required by Section 4.2.12 shall provide that they are primary and non-contributory to any insurance or self insured retention carried or held by such additional insureds.

4.2.14 General Provisions.

- (a) Cooperation; Compliance; Audits. Contractor shall (a) cooperate fully with the OCIP Administrator and the OCIP Insurers, as applicable, in its or their administration of the OCIP, (b) comply with the terms and conditions of the OCIP Insurance Policies and other provisions of the Contract Documents, and (c) provide to each of its eligible Subcontractors of all tiers a copy of the Project Insurance Manual, and ensure Subcontractor compliance with the provisions of the OCIP insurance policies, the Project Insurance Manual, and the Contract Documents. The failure of Contractor to provide each of its eligible Subcontractors of any tier with a copy of the Project Insurance Manual shall not relieve Contractor, or any of its Subcontractors, from any of the obligations contained therein.

Contractor shall provide, within five (5) business days of the OCIP Administrator's request, all requested documentation, including but not limited to, certified copies of insurance policies, and all underwriting, certified payroll, rating and prior loss history information. Contractor agrees that the Port, the OCIP Administrator, and/or any OCIP Insurer may audit Contractor's or any of its Subcontractor's records and insurance policies to confirm the accuracy thereof, or that of any insurance cost information provided by Contractor or any of its Subcontractors in connection with the Work. The obligations assumed in this Section 4.2.14 shall be specifically enforceable.

- (b) Waiver of Subrogation/Waiver of Claims. Contractor hereby waives all rights of recovery against the Port, the OCIP Administrator, its or their commissioners, officers, agents, and employees, and any other Contractor or Subcontractor performing Work or rendering services on behalf of the Port in connection with the planning, development and construction of the Project, to the extent any losses, claims or damages are covered by any policy of insurance available to Contractor and further waives all rights of recovery which are not covered by insurance because of deductible clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage, or failure to maintain insurance as required herein. Contractor shall also require that all insurance policies related to the Work secured by Contractor or its Subcontractors, except for the insurance required by Section 4.2.12(g), include clauses providing that each insurance underwriter waives all of its rights of recovery by subrogation, or otherwise, against the Port, the OCIP Administrator, together with the same parties referenced immediately above in this Section 4.2.14(b). Contractor further waives all rights of recovery against the parties identified in the first sentence of this Section 4.2.14(b) for any losses, claims or damages arising out of any loss or damage to any tools, equipment or other personal property owned or leased by Contractor. Contractor shall require similar written express waivers and insurance clauses from each of its Subcontractors. This provision shall apply to each Contractor and Subcontractor performing Work or rendering services on behalf of the Port in connection with the planning, development and construction of the Project, irrespective of whether or not it is enrolled in the OCIP. A waiver of subrogation shall be effective as to any individual or entity even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in any property damaged.
- (c) Records Disclosure, Maintenance and Access. Prior to the commencement of the Work, Contractor and all of its Subcontractors of all tiers must comply with OCIP Administrator's instructions for enrolling in the OCIP as required by the Project

Insurance Manual and for reporting payroll, and shall furnish and shall cause each of its Subcontractors to furnish to the OCIP Administrator, in a form satisfactory to the OCIP Administrator, an estimate of total direct labor cost (listed by Standard Workers' Compensation Insurance classification) to be incurred in connection with the Work at the Project Site, and the total price due each Subcontractor under its contract with Contractor. Contractor and its Subcontractors shall accurately and fully complete and submit the Insurance Cost Worksheet (or similar form) as requested by the Project Insurance Manual, prior to commencement of the Work. Contractor shall, and shall cause each of its Subcontractors to, keep and maintain an accurate and classified record of its or their payroll data and information in accordance with the requirements of the OCIP Insurer(s), the Project Insurance Manual or any other Contract Document. Contractor and its Subcontractors shall complete and provide the Monthly On-Site Payroll Report Form (or similar form) with reportable Workers' Compensation payrolls for all on-site labor performed by Contractor and its Subcontractors as required by the Project Insurance Manual. Contractor and its Subcontractors shall permit its books and records to be examined and audited periodically by the OCIP Insurer(s), the Port, or their respective representatives. The Port, in addition to its other remedies, may withhold any sums due to Contractor under the Contract Documents, including Contractor's progress payments or final payment for any period in which Contractor or any of its Subcontractors is in non-compliance with this Section 4.2.14(c) or the Project Insurance Manual.

4.2.15 Work to Begin On-site Prior to Finalization of OCIP Coverage / Owner's Election to Discontinue OCIP Coverages.

If the Port, for any reason, is unable to furnish OCIP coverage prior to the Contractor's or its Subcontractors' Work beginning on the Project Site, elects to discontinue or modify, and not replace, all or portions of the OCIP, or requests that Contractor or any of its Subcontractors withdraw from the OCIP, then, upon thirty (30) days written notice from the Port, Contractor and/or one or more of its Subcontractors, as specified by the Port in such notice, shall obtain at the Port's expense and thereafter maintain during the performance of the Work, all the insurance (or a portion thereof as specified by the Port in the notice) required by Section 4.2.9, Section 4.2.11, and Section 4.2.12, except that if the Port's notice requires the insurance required by Section 4.2.12(c), the required limits of insurance shall be \$5,000,000 per occurrence, \$5,000,000 annual general aggregate, and \$5,000,000 products and completed operations aggregate with a deductible or self-insured retention not to exceed \$100,000 per occurrence and such insurance shall be maintained for ten (10) years after final acceptance of the Work for completed operations. If the Port's notice requires the insurance required by Section 4.2.12(h), such insurance shall have limits of \$5,000,000 per occurrence and \$5,000,000 aggregate, and remain in force for at least ten (10) years after

final acceptance of the Work. The Contractor and Subcontractors shall provide the Port's OCIP Administrator and the Port's Risk Manager with satisfactory evidence of such insurance within thirty (30) days following the issuance of such notice and with certified copies of such insurance policies not later than sixty (60) days following the issuance of such notice. The form, content, limits and cost of such insurance and the insurers issuing such insurance secured by Contractor or its Subcontractors pursuant to the provisions of this Section 4.2.15 shall be subject to the Port's approval.

- 4.2.16 Proof of Coverage. With respect to non-OCIP insurance coverage required to be provided pursuant to these General Conditions and by the Contract Documents, or as required otherwise by the Port under Section 4.2.15, Contractor and/or each of its Subcontractors shall deliver to the OCIP Administrator and the Port's Risk Manager, prior to the commencement of the Work, a Certificate of Insurance evidencing such insurance coverage for Contractor on a standard ACORD form 25-S, and, if required with respect to Builder's Risk Insurance, Evidence of Property Insurance on a standard ACORD Form 27, or other forms as required by the Port or the OCIP Administrator. The commencement of the Work by the Contractor or any of its Subcontractors without compliance with this or any other requirement of this Section 4.2.16, shall not constitute a waiver of any right of the Port, nor a release or waiver of any duty or obligation owed by any Contractor or Subcontractor. Upon the Port's request, the Contractor and/or Subcontractor shall submit to the Port copies of the actual insurance policies or renewals or replacements thereof. All policies of insurance the Contractor is required to obtain and maintain in accordance with the Contract Documents shall be placed with A.M. Best-rated A-VIII (or higher) insurance companies (A- VII or higher for insurance carried by Subcontractors), or insurance companies otherwise satisfactory to the Port, and the Port shall be provided thirty (30) days advance written notice of cancellation, non-renewal or material cancellation, non-renewal or of any material reduction in limits or coverage, except ten (10) days advance written notice of cancellation may be provided for non-payment of premium. Contractor shall pay all insurance premiums for such insurance, including any charges for required waivers of subrogation or the inclusion of additional insureds. All such insurance furnished by Contractor or any of its Subcontractors shall be in full force and effect during Contractor's or each of its Subcontractor's performance, as applicable, under the Contract Documents, and for such additional periods as required by these General Conditions. Contractor shall be responsible for obtaining satisfactory evidence of insurance coverage from each of its Subcontractors and submitting same to the Port prior to commencement of such Subcontractor's Work. Contractor's failure to deliver satisfactory evidence of coverage shall not relieve Contractor of the obligation to provide the required insurance coverage. The Port reserves the right to increase or decrease the required limits of liability or require additional coverages of any Contractor or Subcontractor based on the type and scope of work performed.

- 4.2.17 Failure to Maintain Insurance. Contractor shall indemnify and hold harmless the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, the Port of Oakland, its Commissioners, officers, agents and employees from all claims and liabilities arising out of the failure of Contractor, any of its Subcontractors or any other entity or person for whom the Contractor may be responsible, to maintain the insurance coverages as described and required herein. The Port, in addition to its other remedies, may withhold any sums due Contractor under the Contract Documents, including Contractor's progress payments or final payment for any period in which (a) such insurance coverages are not in full force and effect or (b) the Contractor has not supplied the Port with required evidence of such insurance coverages. Contractor's obligation under this subsection shall be specifically enforceable.
- 4.2.18 Duty of Care. Nothing contained in these General Conditions or the Project Insurance Manual shall relieve the Contractor or any of its Subcontractors of their respective obligations to exercise due care in the performance of their duties in connection with the Work and to complete the Work in strict compliance with the Contract Documents.
- 4.2.19 Safety Violations: The existence of the OCIP shall not in any manner diminish the Port's rights under the Contract Documents to suspend part or all of the Work if, in its opinion, any conditions or practices in any portion of the Work are such that a danger exists which could reasonably be expected to cause serious physical harm or otherwise pose a health hazard to contractors, employees, tenants or others. Contractor shall be solely responsible for safety on the Project. Contractor shall establish a safety program that, at a minimum, complies with all Federal, state, and local safety standards, and any safety standards established for the Project.

4.3 INSURANCE REQUIRED FOR PROJECTS NOT COVERED BY AN OCIP

- 4.3.1 Insurance Required. If the Port at its sole discretion so elects and informs the Contractor in writing that the Project will not be covered by an OCIP, the Contractor must furnish to the Port Certificate(s) of Insurance as required by Section 4.3.10, at or before 5 o'clock p.m. of the twentieth (20) day following Notice of Award of Contract, or as otherwise specified in Documents 00200 and 00510, attesting that Contractor has in effect for the periods required the insurance coverages and limits described below in this Section 4.3.1 and, as applicable, the insurance required by Section 4.3.2. Contractor shall obtain and maintain, prior to commencing any Work, during the term of this Agreement, and for such additional periods as more specifically required, the liability insurance coverage specified in, and shall otherwise comply with the provisions of, subsections (a) through (i) below, as applicable. Such insurance shall be primary and non-contributing with any insurance carried by the Port and be in a form and from insurance companies reasonably acceptable to the Port. The insurance limits may be provided through a combination of primary and excess policies, including the umbrella form of policy. With respect to the

insurance required by Section 4.3.1(c), the additional insured endorsement(s) as required by Section 4.3.4 shall be equivalent to ISO form CG 20 101 1/85 or CG 20 33 07 04 and CG 20 37 07 04 together.

- (a) Commercial Automobile Liability Insurance covering all owned, non-owned and hired automobiles. Such insurance shall provide coverage not less than the standard ISO Commercial Automobile Liability policy form with limits not less than \$1,000,000 combined single limit each accident for bodily injury and property damage but not less than \$5,000,000 combined single limit for any operations performed on the South Field, the AOA of the Oakland International Airport property.

If the Work involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, Contractor and/or its Subcontractors shall provide coverage with a combined single limit of \$5,000,000 per accident covering transportation of such materials by amending the pollution exclusion of ISO Form CA 00 01 06 92 (or its equivalent) in the following manner:

1. DELETE SECTION a. (1) a.: (POLLUTION) "BEING TRANSPORTED OR TOWED AWAY BY, OR HANDLED FOR MOVEMENT INTO, ONTO OR FROM THE COVERED AUTO."
2. DELETE SECTION a.(1) b.: "OTHERWISE IN THE COURSE OF TRANSIT BY THE INSURED."

Such policy shall include the MCS-90 Endorsement. The policy shall be endorsed to specifically limit the reimbursement provisions of the MCS-90 to the named insured.

- (b) Statutory Workers' Compensation Insurance including U.S. Longshoremen and Harbor Workers Act, Jones Act, Marine Employers' Liability and Federal Employers' Liability Act coverage, if appropriate, and Employers' Liability limits of not less than \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury each employee and \$1,000,000 policy limit for bodily injury by disease.
- (c) Commercial General Liability Insurance on a form at least as broad as the standard ISO Commercial General Liability form, covering liability for bodily injury and property damage. Such insurance shall provide coverage for all operations and include independent contractors, products and completed operations, extending such coverage for ten (10) years after final acceptance of the Work, blanket contractual liability coverage, broad form property damage coverage, coverage for explosion, collapse, and underground hazards and personal and advertising injury liability coverage. The limits of such insurance shall not be less than

\$5,000,000 per occurrence, \$5,000,000 annual general aggregate, and \$5,000,000 products and completed operations aggregate.

- (d) If the Work involves activities within fifty (50) feet of a railroad property, such insurance shall include Railroad Protective Liability Insurance as required by the applicable railroad company.
- (e) Contractor's Pollution Legal Liability Insurance including transportation coverage and coverage for claims arising out of non-owned disposal location to which waste is delivered in connection with the Work. Such insurance shall be written on an occurrence form basis with limits of \$5,000,000 per occurrence and \$5,000,000 aggregate and with a deductible not to exceed \$100,000 per occurrence and shall remain in force for a period of ten (10) years after final acceptance of the Work.
- (f) Professional Liability Insurance which Contractor shall maintain, or cause to be maintained, with respect to professional services performed by Contractor and any architects, engineers, consultants or other professionals engaged by Contractor who perform professional services in connection with the Work, with limits of not less than \$2,000,000 per claim and aggregate. Such insurance shall remain in force for at least five (5) years after final acceptance of the Work.
- (g) Ocean Marine Liability Insurance for all owned, leased or hired watercraft utilized during any period during which such watercraft are used in connection with the Work by the Contractor or any of its Subcontractors, covering liability for bodily injury or property damage (including loss of use), with a minimum limit of \$1,000,000 per person on board the watercraft for bodily injury and property damage per occurrence, but not less than \$5,000,000 per occurrence for watercraft 30-39 feet and not less than \$10,000,000 per occurrence for watercraft over 39 feet. Such insurance shall be maintained in the form of a standard Protection and Indemnity policy which shall provide coverage for wreck removal and pollution liability.
- (h) Aircraft Liability Insurance if Contractor or its Subcontractors utilize aircraft in connection with the Work, and Contractor shall maintain, or require to be maintained, such insurance with a limit of at least \$1,000,000 combined single limit per accident for aircraft of four (4) seats or less, and \$5,000,000 combined single limit per accident for aircraft of five (5) seats or more, during any period during which such aircraft is utilized. Such insurance shall be in a form reasonably acceptable to the Port.
- (i) If the Work involves the disposal of hazardous or regulated substances, Contractor or its Subcontractor shall furnish a Certificate of Insurance from the designated disposal facility

establishing that the facility operator maintains current Environmental Liability Insurance, in a form reasonably satisfactory to the Port and with limits in the amount of not less than \$5,000,000 per occurrence and \$5,000,000 annual aggregate.

- 4.3.2 Builder's Risk Insurance. Unless notified by the Port in writing that the Port has elected to include the Project in Builder's Risk insurance under an OCIP, or that the Port shall otherwise provide Builder's Risk Insurance for the Project, Contractor must maintain Builder's Risk Insurance as required by this Section 4.3.2. The Port retains the right at its sole discretion to provide Builder's Risk Insurance for the Project. The Builder's Risk Insurance provided by Contractor must remain in full force and effect during all periods of construction of the Work, and until final acceptance of the Work, on a form reasonably approved by the Port, and provide that Contractor, all construction managers, consultants, architects, engineers and Subcontractors providing labor or services in connection with the Work, and any additional parties specified by the Port, are insureds thereunder. The City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners shall be designated under such insurance as both a named insured and a loss payee. The Builder's Risk Insurance shall provide coverage equal to 100% of the replacement cost value of any existing structures, and the completed value of the Work for 100% of the full Contract Sum, including any increases in such Contract Sum pursuant to any Change Orders. Such insurance shall provide coverage against loss or damage caused by "all risk" or "special form" perils including coverage for water damage and terrorism, shall include installation floater coverage for the installation of equipment, and shall include coverage for property in transit. The insurance must extend to cover all materials, supplies and equipment intended for installation at the Project Site, in transit, and while located away from the Project Site for the purpose of repair, adjustment or storage at the risk of any insured and extend to cover any and all testing of equipment or systems. Such insurance shall provide for a deductible not to exceed \$100,000 per occurrence and provide sublimits of at least 100% of the replacement cost value of property to be incorporated into the Project while in transit or away from the Project Site. Partial occupancy or use of the Project shall not commence until all insurers providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Port and the Contractor shall take reasonable steps to obtain the consent of insurers and shall not, without mutual consent, take any action with respect to partial occupancy or use which would cause cancellation, lapse, or reduction of any insurance. The insurance shall provide that the Port Risk Manager shall receive forty-five (45) days advance written notice of cancellation, non-renewal or material reduction in coverage, except that notice of cancellation for nonpayment of premium may be mailed ten (10) days in advance of the effective date thereof.

4.3.3 Deductibles

- (a) Except as more specifically provided in Section 4.3.1, the insurance required to be furnished by Contractor shall not contain a deductible or self-insured retention in excess of \$100,000. Deductibles and self-insured retentions greater than \$100,000 shall be permitted: (1) only upon Contractor's written request; and (2) only if approved in writing by the Port Risk Manager.
- (b) Contractor agrees that for any liability insurance deductible or self-insured retention amount, Contractor shall provide to the Port defense and indemnification at least equal to the defense and indemnification to which the Port would be entitled as an additional insured had Contractor provided such insurance with no deductible or self-insured retention. Contractor's agreement to defend and indemnify the Port with respect to such deductible or self-insured retention shall extend to when claimed loss, damage, injury, or death or other allegations or claims were caused solely by the active or passive negligence or other wrongful conduct of the Port.

4.3.4 Additional Insureds/ Notice of Cancellation/ Primary Insurance. The Commercial Automobile Liability, Commercial General Liability, Contractor's Pollution Legal Liability, Ocean Marine Liability and Aircraft Liability insurance carried as required by Subsections (a), (c), (e), (g) and (h) of Section 4.3.1, shall be subject to the following terms:

- (a) The City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, the Port of Oakland, its commissioners, officers, agents and employees, and any additional entities as the Port may request shall be included as additional insureds on the policies of insurance specified in this Section 4.3.4.
- (b) Written notice of cancellation or of any material cancellation, non-renewal or of any material reduction in limits or coverage in such insurance shall be provided in writing to the Port's Risk Manager, 530 Water Street, Oakland, CA, 94607, by the Contractor or Contractor's agent at least thirty (30) days in advance of the effective date thereof, except that notice of cancellation for nonpayment of premium, for which notice of cancellation may be provided in writing ten (10) days in advance of the effective date thereof.
- (c) The insurance policies required by Section 4.3 shall provide that they are primary and non-contributory to any insurance or self-insured retention carried or held by such additional insureds.

4.3.5 Increased Insurance Amounts. The Port may increase the required minimum limits of insurance should conditions or scope of Work, in the reasonable opinion of the Port, warrant such increase, and the Contractor

and its Subcontractors shall increase the limits of insurance required herein when so directed by the Port. Contractor's obligations under this subsection shall be specifically enforceable.

- 4.3.6 Rights of the Port to Secure Insurance. If Contractor or its Subcontractors fail to maintain insurance, the Port may take out any such insurance which is required by Sections 4.3.1 or 4.3.2 and deduct and retain the amount of premium from any sums due the Contractor under the Contract Documents.
- 4.3.7 Injury to Employees. If injury occurs to any employee of Contractor or any of its Subcontractors for which the employee, or the employee's dependents in the event of employee's death, are entitled to compensation from the Port under provisions of the Workers' Compensation Insurance and Safety Act, as amended, or for which compensation is claimed from the Port, the Port may retain out of any sums due the Contractor under the Contract Documents, an amount sufficient to cover such compensation, as fixed by such Act, as amended, until such compensation is paid, or until it is determined that no compensation is due, and if the Port is compelled to pay such compensation, the Port will deduct and retain from such sums the amount so paid.
- 4.3.8 Right to Convert to OCIP. Notwithstanding the requirements of Sections 4.3.1 and 4.3.2, the Port reserves the right at its sole discretion to include the Project in an OCIP with respect to any of the types of insurance described in Sections 4.3.1 and 4.3.2, upon thirty (30) days written notice to Contractor. The Port shall modify the Contract Documents as necessary to provide a description of the OCIP and specific agreements to institute the OCIP. Should the Port elect to include the Project in an OCIP, the provisions of Section 4.2 in these General Conditions may also be applicable. Upon notice from the Port: (a) Contractor and its Subcontractors shall communicate this fact to their insurance carriers and request that the risk insured by the OCIP be excluded from their insurance policies and communicate the requirement that such parties enroll in the OCIP; (b) the Port shall be entitled to a deductive Change Order for Contractor's and Subcontractors' premium and other savings by virtue of being included in the Port's OCIP; (c) Contractor shall afford unfettered access to its books and records and shall cooperate with the Port to assist the Port in verifying the amount of such savings, and shall require its Subcontractors to provide similar access and cooperation; and (d) in the event that an OCIP is instituted, Contractor and its Subcontractors shall comply with the requirements of the OCIP as the OCIP is generally described in these General Conditions, the Project Insurance Manual and elsewhere in the Contract Documents, as such may be modified from time to time. Contractor's obligations under this Section 4.3.8 shall be specifically enforceable. Notwithstanding the foregoing, the Port makes no representations or warranties that it will obtain the insurance authorized by this Section 4.3.8, and Contractor expressly disavows reliance on any such representations or warranties.

- 4.3.9 Release and Waiver. Contractor hereby waives all right of recovery and causes of action against the Port, its commissioners, officers, agents and employees, and any other contractor or subcontractor performing work or rendering services on behalf of the Port in connection with the planning, development and construction of the Project, to the extent any losses, claims for damages are covered by any policy of insurance available to Contractor and further waives all rights of recovery which are not covered by insurance because of deductible clauses, inadequacy of limits, or failure to maintain insurance as required herein. Contractor shall require similar written express waivers from each of its Subcontractors. Contractor shall also require that all insurance policies related to the Work secured by Contractor or its Subcontractors, except for the insurance required by Section 4.3.1(f), include provisions providing that each insurance underwriter waives all of its rights of subrogation against the Port and the other parties referenced above in this Section 4.3.9 and also waives its rights of coverage denial based on the waiver and release provided herein. This provision shall apply to Contractor and each Subcontractor performing Work or rendering services on behalf of the Port in connection with the planning, development and construction of the Project. This waiver and release shall be effective as to any individual or entity even if such individual or entity: (a) would otherwise have a duty of indemnification, contractual or otherwise; (b) did not pay the insurance premium directly or indirectly; and (c) whether or not such individual or entity has an insurable interest in any property damaged. Contractor's obligations under this subsection shall be specifically enforceable.
- 4.3.10 Proof of Coverage/Insurance Company Rating. With respect to the insurance required pursuant to Sections 4.3.1 and 4.3.2, Contractor and its Subcontractors, as applicable, shall deliver to the Port's Risk Manager, prior to the commencement of the Work, Certificates of Insurance evidencing such insurance coverage for Contractor and each of its Subcontractors on standard ACORD form 25-S and, if required with respect to Builder's Risk Insurance, Evidence of Property Insurance on standard ACORD form 27, or other form as required by the Port, which shall have clearly typed thereon the Port Contract number and title of the Contract Documents. The commencement of Work by the Contractor or any of its Subcontractors without compliance with this or any other requirement shall not constitute a waiver of any right of the Port, nor constitute a release or waiver of any duty or obligation owed by any Contractor or Subcontractor. Upon the Port's request, Contractor and its Subcontractors shall submit to the Port copies of the actual insurance policies or renewals or replacements thereof. All insurance required by Sections 4.3.1 and 4.3.2 carried by Contractor shall be placed with A.M. Best-rated A- IX (or higher) insurance companies (A- VII or higher for insurance carried by Subcontractors), or insurance companies otherwise satisfactory to the Port. Contractor shall pay all insurance premiums for such insurance, including any charges for required waivers of subrogation or the provisions for inclusion of additional insureds. Contractor's failure to deliver satisfactory evidence of insurance coverage shall not be construed as a waiver of Contractor's obligation to provide the required

insurance coverage. Contractor shall be responsible for obtaining satisfactory evidence of insurance coverage from each of its Subcontractors and submitting same to the Port prior to commencement of such Subcontractor's Work.

4.3.11 Extension of Time. At the time of making application for an extension of time, Contractor shall submit Certificates of Insurance showing that all required insurance will be in effect during the requested extension of time.

4.3.12 Failure to Maintain Insurance. Contractor hereby agrees to indemnify, defend and hold harmless the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, the Port of Oakland, and its commissioners, officers, agents and employees from all claims and liabilities arising out of the failure of Contractor, any of its Subcontractors or any other entity or person for whom the Contractor may be responsible, to maintain the insurance coverages as required by Sections 4.3.1 and 4.3.2. The Port, in addition to its other remedies, may withhold any sums due Contractor under the Contract Documents, including Contractor's progress payments or final payment for any period in which: (a) such insurance coverages are not in full force and effect; or (b) the Contractor has not supplied the Port with the required evidence of such insurance coverages. Contractor's obligations under this subsection shall be specifically enforceable.

4.3.13 Duty of Care. Nothing contained in Section 4.3 shall relieve the Contractor or any of its Subcontractors of their respective obligations to exercise due care in the performance of their duties in connection with the Work and to complete the Work in strict compliance with the Contract Documents.

5. PLANS AND SPECIFICATIONS

5.1 INTENT

It is the intent of the Plans and Specifications to describe a functionally complete and operable Project (and all parts thereof) to be constructed in accordance with the requirements of the Contract Documents unless otherwise defined in the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the requirements of the Contract Documents or from prevailing custom or trade usage as being required to produce this intended result shall be furnished and performed whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe Work, materials or equipment, such words or phrases shall be interpreted in accordance with that meaning. The intent of the Plans specifically includes the intent to depict construction that complies with all applicable laws, codes and standards. **The Divisions and Sections of the Specifications and the identification on the Plans shall not control the Contractor in dividing the Work among Subcontractors or suppliers or delineating the work to be performed by any specific trade.**

The Contractor shall provide as part of the "Work" all labor, materials, equipment, machinery, tools, facilities, services, employee training and testing, hoisting facilities, shop drawings, storage and testing, security, transportation, disposal, the securing of all field dimensions necessary or required, cutting or patching of existing materials, all notices, permits, documents, reports, and agreements and any other items required or necessary to timely and fully complete the Work described and the results intended by the Contract Documents and, in particular, the Plans and Specifications.

Reasonably implied parts of the Work shall be performed as "incidental work" even though absent from the Plans and Specifications. "Incidental" work shall be performed by the Contractor without extra cost to the Port. Incidental work includes any work not shown on Plans nor described in Specifications, but which is necessary or normally or customarily required as a part of the Work shown on the Plans or described in the Specifications, or is necessary or required to make each installation satisfactory, legally operable, functional, consistent with the intent of the Plans and Specifications or the requirements of the Contract Documents. Incidental work shall be treated as if fully described in Specifications and shown on Plans, and expense thereof shall be included in price bid and Contract Sum. Incidental work includes, but is not limited to, tasks required to be performed under Division 1 of Specifications.

5.2 PLAN DETAILS

A typical or representative detail on the Plans shall constitute the standard for workmanship and material throughout corresponding parts of Work. Where necessary, and where reasonably inferable from the Plans, the Contractor shall adapt such representative detail for application to such corresponding parts of Work. The details of such adaptation shall be subject to prior approval by Port. Repetitive features shown in outline on the Drawing shall be in exact accordance with corresponding features completely shown.

5.3 INTERPRETATION OF PLANS AND SPECIFICATIONS

Should any discrepancy appear or any misunderstanding arise as to the import of anything contained in the Plans and Specifications prepared by Architect/Engineer, the matter shall be referred to the Port in writing, with a copy for Architect/Engineer. Port will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Plans and Specifications as Port may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Plans and Specifications. Such written clarifications and interpretations will be binding upon the Contractor. The Contractor shall not carry on work except with the knowledge of the Port. If the Contractor believes that a written clarification or interpretation justifies an adjustment in the Contract Sum or Contract Times and the parties are unable to agree to the amount or extent thereof, if any, then the Contractor shall perform the Work subject to the clarification and may make a written claim therefor as provided in Section 12 of this Document 00700.

5.4 CHECKING OF PLANS

Before undertaking each part of the Work, the Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. The Contractor shall be responsible for any errors which might have been avoided by such comparison. Figures shown on Plans shall be followed; the Contractor shall not scale measurements. The Contractor shall promptly report in writing to the Port, any conflict, error, ambiguity or discrepancy which the Contractor may discover and shall obtain a written interpretation or clarification from Port before proceeding with any Work affected thereby.

5.5 STANDARDS TO APPLY WHERE DETAILED SPECIFICATIONS ARE NOT FURNISHED

Wherever in the Specifications, or in any directions given by the Port pursuant to or supplementing the Specifications, it is provided that the Contractor shall furnish materials or manufactured articles or shall do work for which no detailed specifications are set forth, the following general specifications shall apply. Materials or manufactured articles shall be of the best grade, in quality and workmanship, obtainable in the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards for first-class materials or articles of the kind required, with due consideration of the use to which they are to be put. Work for which no detailed specifications are set forth herein shall conform to the usual standards for first-class work of the kind required. The Contractor shall specify in writing to the Port the materials to be used or work to be performed under this section no later than ten (10) business days prior to furnishing such materials or performance of such work.

5.6 DEVIATION FROM SPECIFICATIONS AND PLANS

5.6.1 No modification or deviation from the Plans and Specifications will be permitted. The Contractor must perform work in accord with Plans and Specifications. Deviations from Plans and from the dimensions therein given, or from the Specifications, whether or not error is believed to exist, shall be made only when approved in writing by the Port.

5.6.2 The Port may order that locations, lines and grades for Work vary from those shown on Plans. Changes may be made in location, lines or grades for Work under any item of the Contract Documents. No extra payment in addition to unit price fixed in the Contract Documents for Work under respective items will be allowed on account of variations from Plans in unit price items. In lump sum contracts, or where there are no unit price items covering work affected by variations of locations, lines or grades, all changes in the Contract Documents will be made in accordance with Section 14, Modifications of Contract Documents.

5.7 PRECEDENCE OF DOCUMENTS

In the case of discrepancy or ambiguity in the Contract Documents, the following order of precedence shall prevail:

- 5.7.1 Modifications in inverse chronological order, and in the same order as specific portions they are modifying.
- 5.7.2 Signed Agreement, and terms and conditions referenced therein.
- 5.7.3 Supplementary Conditions.
- 5.7.4 General Conditions.
- 5.7.5 Division 1 Specifications.
- 5.7.6 Plans and Division 2 through 16 Specifications.
- 5.7.7 Written numbers over figures, unless obviously incorrect.
- 5.7.8 Figured dimensions over scaled dimensions.
- 5.7.9 Large-scale Plans over small-scale Plans.
- 5.7.10 Any conflict between the Plans and Division 2 through 16 Specifications will be resolved in favor of the document of the latest date (i.e., the most recent document), and if the dates are the same or not determinable, then in favor of the Specifications.
- 5.7.11 Any conflict between a bill or list of materials shown in the Contract Documents and the actual quantities required to complete the Work required by the Contract Documents, then the actual quantities shall take precedence.
- 5.7.12 In the event the technical specifications include divisions above Division 16 (e.g., Division 17 and above), or specifications included in The Project Manual but inadvertently omitted from the Table of Contents, then such divisions and/or specifications shall be included within the Contract Documents unless identified otherwise.
- 5.7.13 Any conflict between Document 00823 Port of Oakland Maritime and Aviation Project Labor Agreement and Document 00700 General Conditions or the Specifications, will be resolved in favor of Document 0700 General Conditions or the Specifications.

Notwithstanding anything to the contrary above, should any provision or requirement of any Contract Document conflict with another provision or requirement in the Contract Documents on subject matters of hazardous waste abatement, clean up, disposal, or required safety standards or methods, then the most stringent provision or requirement shall control.

5.8 OWNERSHIP AND USE OF PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS

The Plans, Specifications and other Contract Documents were prepared for use for the Work of the Contract Documents only. No part of the Contract Documents shall be used for any other construction or for any other purpose except with the written consent of the Port. Any unauthorized use of the Contract Documents is prohibited and at the sole liability of the user.

6. CONSTRUCTION BY PORT OR BY SEPARATE CONTRACTORS

6.1 THE PORT'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

The Port may perform construction or operations related to the Project with its own forces, or award separate contracts in connection with other portions of the Project or other construction or operations, on the site or areas contiguous to the Site, under conditions of the Contract Documents similar to these (including those portions related to insurance and waiver of subrogation), or have other work performed by utility owners. When separate contracts are awarded for different portions of the Project or other construction or operations on the Site, the term "Contractor" in the Contract Documents in each case shall mean the contractor who executes each separate Port/Contractor agreement.

6.2 MUTUAL RESPONSIBILITY

6.2.1 The Contractor shall afford all other contractors, utility owners, and the Port (if the Port is performing work with its own forces), proper and safe access to the Site, and reasonable opportunity for the installation and storage of their materials, shall ensure that the execution of its Work properly connects and coordinates with their work, and shall cooperate with them to facilitate the progress of the Work.

6.2.2 The Contractor shall coordinate its Work with the work of other separate contractors, the Port, and utility owners, including the holding weekly of coordination meetings with them (or less often as necessary). The Port or its designee shall have the right to participate in these coordination meetings, and shall be advised of the results of these coordination meetings at the monthly Progress Meeting.

6.2.3 Unless otherwise provided in the Contract Documents, the Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. The Contractor shall not endanger any work of other separate contractors, the Port or utility owners by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Port and the others whose work will be affected.

6.2.4 The duties and responsibilities of the Contractor under Subsections 6.2.1 to 6.2.3 above are for the benefit of the Port and also for the benefit of such other contractors and utility owners working at the Site to the extent

that there are comparable provisions for the benefit of the Contractor in said direct contracts between the Port and such other contractors and utility owners.

- 6.2.5 To the extent that any part of the Contractor's Work is to interface with work performed or installed by other contractors or utility owners, the Contractor shall use reasonable means to inspect and measure the in-place work and promptly report to the Port in writing any defect in such in-place work that will impede or increase the cost of the Contractor's interface unless corrected. The Port will require the Contractor responsible for the defective work to make corrections so as to conform to its contract requirements, or, if the defect is the result of an error or omission in the Contract Documents, issue a Change Order. If the Contractor fails to measure, inspect and/or report to the Port in writing defects that are reasonably discoverable, all costs of accomplishing the interface acceptably shall be borne by the Contractor. This provision shall be included in any and all other contracts or subcontracts for Work to be performed where such a conflict could exist.

6.3 PORT AUTHORITY OVER COORDINATION

- 6.3.1 The Port shall have authority over coordination of the activities of multiple contractors in those cases where the Port contracts with others for the performance of other work on the Project, the Port performs work with its own forces, or utilities perform work on the Site. The authority of the Port with respect to coordination of the activities of multiple contractors and utility owners, however, shall not in any manner relieve the Contractor of its obligation to other contractors and utility owners to coordinate its work with utility owners and other contractors as specified above. The Contractor shall promptly notify the Port in writing when another contractor on this Project fails to coordinate its work with the Work of the Contract Documents.
- 6.3.2 The Contractor shall suspend any part of the Work herein specified or shall carry on the same in such manner if directed by the Port when such suspension or prosecution is necessary to facilitate the work of other contractors or workers. No damages or claims by the Contractor will be allowed therefor if the suspension or work change is due in whole or in part to the Contractor's failure to perform its obligation herein specified to coordinate its work with utility owners and other contractors. If the suspension or work change is due in whole or in part to the failure of another contractor to coordinate its work with the Contractor and other contractors and utility owners, then resulting damages or claims by the Contractor will be allowed. The Port reserves the right to backcharge the Contractor for any damages or claims of other contractors incurred as a result of the Contractor's failure to perform its obligations to coordinate with other contractors and utility owners.
- 6.3.3 The Port may at any time and in its sole discretion, designate a person, firm or corporation other than the Port, to have authority over the coordination of the activities among the various contractors.

6.4 PORT-FURNISHED MATERIALS AND EQUIPMENT

- 6.4.1 Materials and equipment to be furnished by the Port will be available at locations designated in the Contract Documents or if not designated in the Contract Documents will be delivered to the Site. Such Port-furnished materials and equipment shall be hauled to and properly stored at the place of use by the Contractor at Contractor's sole expense, including all necessary loading and unloading that may be involved. All costs of storing, handling, and installing Port-furnished materials and equipment shall be considered as included in the Contract Price paid for the item involving such Port-furnished materials and equipment.
- 6.4.2 Contractor shall conduct a reasonable inspection of all Port-furnished materials and equipment. For Port-furnished materials and equipment designated prior to submission of bids, bidder shall be charged with all information and knowledge that a reasonable bidder would ascertain from having performed a reasonable inspection. For Port-furnished materials and equipment not designated prior to submission of bids, Contractor shall conduct a reasonable inspection not more than 21 days following delivery of such Port-furnished materials and equipment. Contractor shall provide the Port with written notice of all defects, omissions, damage, non-conformance, or quantity variations in the Port-furnished materials and equipment.
- 6.4.3 The Contractor shall be held responsible for all materials and equipment furnished to the Contractor, and shall pay all demurrage and storage charges. If any Port-furnished materials and equipment are lost or damaged from any cause whatsoever after receipt by the Contractor, the Contractor shall be liable to the Port for the cost of replacing or repairing such Port-furnished materials and equipment and the cost thereof may be deducted from any monies due or to become due the Contractor.

7. PORT AND PAYMENT

7.1 PORT'S REPRESENTATIVES

The Port's designated authorized representatives will have limited authority to act on behalf of the Port and only to the extent set forth in the Contract Documents. The Contractor shall issue all communications to the Port in a writing through the Resident Engineer. Any required or requested interface between the Contractor and the Port, the Architect/Engineer, or any other representative of the Port, will be coordinated by the Resident Engineer.

7.2 MEANS AND METHODS OF CONSTRUCTION

Subject to those rights specifically reserved in the Contract Documents, the Port shall not supervise, direct, or have control over, or be responsible for, the Contractor's means, methods, techniques, sequences or procedures of construction or for the safety precautions and programs incident thereto, or for any failure of the Contractor to comply with laws and regulations applicable to the

furnishing or performance of Work. The Port shall not be responsible for the Contractor's failure to perform or furnish the Work in accordance with Contract Documents.

7.3 RECEIPT AND PROCESSING OF APPLICATIONS FOR PAYMENT

The Contractor shall prepare the necessary schedules required by Specification Section 01200 Measurement and Payment, submit applications for progress payments or final payments, and warrant title to all Work covered by each application for payment, as required by Specification Section 01200 Measurement and Payment. The Port shall review the Contractor's applications for payment and make payment thereon, and the Contractor shall make payments to Subcontractors, suppliers and others, as required by Specification Section 01200 Measurement and Payment.

8. CONTROL OF THE WORK

8.1 SUPERVISION OF WORK BY THE CONTRACTOR

The Contractor shall supervise, inspect and direct the work competently and efficiently, devoting such attention thereto and applying such personal skills and expertise as required and necessary to perform the Work in accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor shall be responsible to see that the completed Work complies with the Contract Documents.

The Contractor shall keep on the Site at all times during Work progress a competent resident Superintendent/Field Representative, who shall not be replaced without the express written consent of the Port which will not be unreasonably withheld. The Superintendent/Field Representative will be the Contractor's representative at the site and shall have complete authority to act on behalf of the Contractor. The Contractor shall designate its Superintendent/Field Representative or another qualified person to serve as its Authorized Representative. The Authorized Representative will have complete authority to act and sign on behalf of the Contractor. All communications to the Authorized Representative shall be as binding as if given to the Contractor.

8.2 OBSERVATION OF WORK BY THE PORT AND THE ARCHITECT/ENGINEER

8.2.1 Work shall be performed under the general observation and administration of the Port. The Contractor shall immediately comply with orders and instructions given by the Port in accordance with the terms of the Contract Documents, but nothing herein contained shall be taken to relieve the Contractor of any obligations or liabilities under the Contract Documents. No failure by the Port or the Architect/Engineer to review or, upon review, failure to object to any aspect of the Work reviewed, shall be deemed a waiver or approval of any non-conforming aspect of the Work.

- 8.2.2 The Architect/Engineer may advise and consult with the Port as requested by the Port, but will have authority to act on behalf of the Port only to extent provided in Contract Documents.
- 8.2.3 The Port and the Architect/Engineer will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.
- 8.2.4 The Port and the Architect/Engineer will not be responsible for or have control or charge over acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing the Work.
- 8.2.5 The Port (and the Architect/Engineer, to the extent requested by the Port) will review the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the general design concept of Work and with information given in the Contract Documents.
- 8.2.6 The Architect/Engineer may conduct inspections to recommend to the Port the dates that Contractor has achieved Substantial Completion and Final Acceptance. The Port will receive the written warranties and related documents required by the Contract Documents and assembled by the Contractor.
- 8.2.7 The Port will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Plans and Specifications or otherwise) as the Port may determine necessary, which shall be consistent with the intent of and reasonably inferable from the Contract Documents. Such written clarifications and interpretations will be binding on the Contractor. If the Contractor believes that a written clarification or interpretation justifies an adjustment in the Contract Sum or the Contract Times and the parties are unable to agree to the amount or extent thereof, if any, then the Contractor shall perform the Work as so clarified or interpreted and may make a written claim therefor as provided in Section 12.
- 8.2.8 The Port will have authority to undertake special inspection or testing of Work, whether or not the work is fabricated, installed or completed.
- 8.2.9 The Port reserves the right to employ a consultant to assist in the preparation of the hazardous materials abatement contract specifications and the right to assign or delegate to this consultant, or any other consultant ("Consultant") limited authority with respect to hazardous material abatement matters of the Port under the Contract Documents. The Contractor shall be notified in writing of any such delegation. In the event of any such delegation, all contractual correspondence, including submittals, shall be directed and processed through the Resident Engineer. Any required or requested interface between the Contractor and the Port, the Consultant, or any other representative of the Port, will be coordinated by the Resident Engineer.

8.2.10 The Contractor shall cooperate with Consultant as directed by the Port. Consultant's duties may include observing the Contractor's health and safety program and practices, observing the abatement construction activities, observing the contractor's abatement work practices for compliance with the Contract Documents, observing the extent of material removed from each job site, reviewing payment requests, reviewing reports required by governmental or quasi-governmental agencies or the Contract Documents, and providing clearance tests after abatement is completed. No action, omission to act, approval, or failure to advise the Contractor as to any matter by Consultant shall in any way relieve the Contractor from its responsibility for the performance of the Work in strict accordance with the Contract Documents and applicable Law. Unless directed otherwise in writing by the Port, the Contractor shall not communicate directly with the Consultant and shall direct all communications to the Port.

8.3 ACCESS TO WORK SITE

During performance of the Work, the Port and its agents, consultants, and employees may at any time enter upon Work, shops where any part of the Work may be in preparation, or factories where any materials for use in Work are being or are to be manufactured, and the Contractor shall provide proper and safe facilities therefor, and shall make arrangements with manufacturers to facilitate inspection of their processes and products to such extent as the Port's interests may require. Subject to the requirements of Paragraph 6.2 above, other contractors performing work for the Port may also, for all purposes required by their respective contracts, enter upon Work. Subject to the rights reserved in the Contract Documents, the Contractor shall have sole care, custody and control of the Site and its work areas for the purposes of the Work.

8.4 EXISTING UTILITIES

8.4.1 Pursuant to Government Code Section 4215, the Port shall be responsible, as between the Port and the Contractor, for the timely removal, relocation or protection of existing main or trunk line utility facilities located on the Project Site, if, and only if, such utilities are not identified in the plans and specifications made a part of the invitation for bids. The Port shall compensate the Contractor for the cost of locating and repairing damage not due to the Contractor's failure to exercise reasonable care, and removing and relocating such utility facilities not indicated on the Plans and Specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work, such compensation to be determined in accordance with the provisions of these General Conditions.

8.4.2 Nothing herein shall be deemed to require the Port to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred from the presence of other visible facilities, such as buildings, new asphalt, meters and junction boxes, on or adjacent to the site of the construction. If the Contractor,

while performing the work of the Contract Documents, discovers utility facilities not identified by the Port in the Work of the Contract Documents or materials made available for bidding purposes, it shall immediately notify the Port and the utility in writing.

- 8.4.3 Prior to performing work at the site, the Contractor must lay out the locations of known underground utilities that are to remain in service and other significant known underground installations. Prior to commencing other work in proximity to such known underground utilities or installations that can be readily inferred from adjacent surface improvements, the Contractor must further locate such utilities or installations that are to remain and which are subject to damage by carefully excavating with small equipment and, principally by hand, at no extra cost.
- 8.4.4 Where main or trunkline utilities identified in the Contract Documents and other utilities or underground structures that are known or reasonably discernible and that will remain in service are encountered, the Contractor must incorporate such existing installations into the work, including minor adjustments to design location or minor relocations of the existing installations, at no additional cost. If in service installations are damaged by the Contractor's operations, the Contractor must immediately take action to restore such installations to service. Should the Port determine that the Contractor has not responded in a timely manner or not diligently pursued completion of the work, the Port may restore service and deduct the costs of such action by the Port from the amounts due under the Contract.

9. WARRANTY, GUARANTY AND INSPECTION OF WORK

9.1 WARRANTY AND GUARANTY

- 9.1.1 General Representations and Warranties: the Contractor represents and warrants that it is and will be at all times fully qualified and capable of performing every phase of the Work and to complete the Work in accordance with the terms of the Contract Documents. The Contractor warrants that all construction work and construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices and all requirements of the Contract Documents. The Contractor warrants that the Work, including but not limited to each item of materials and equipment provided by Contractor incorporated therein, shall be new, shall be of suitable grade of its respective kind for its intended use unless such grade is specified in the Contract Documents, shall be free from defects in design, engineering, materials, construction and workmanship, and shall conform in all respects with all applicable requirements of federal, state and local laws, licenses, and permits, the Contract Documents and all descriptions set forth therein, applicable construction codes and standards, and all other requirements of the Contract Documents.
- 9.1.2 Extended Guarantees: If any guaranty exceeding one year is provided by the supplier or manufacturer of any equipment or materials used in this

Project, then the guarantee for such items shall be extended for such term. Contractor shall assign any extended equipment or material warranty to the Port and shall supply the Port with all warranty and guarantee documents relative to equipment and materials incorporated in the Project and guaranteed by their suppliers or manufacturers.

9.1.3 Environmental and Toxics Warranty: The covenants, warranties and representations contained in this Section 9.1.3 are effective continuously during the Contractor's work on the Project and following cessation of labor for any reason, including but not limited to, Project completion. The Contractor covenants, warrants and represents to the Port that:

- (a) To the Contractor's knowledge after due inquiry, no lead or asbestos-containing materials were installed or were discovered in the Project at any time during the Contractor's construction thereof. If any such materials were discovered, the Contractor made immediate written disclosure to the Port.
- (b) To the Contractor's knowledge after due inquiry, no electrical transformers, light fixtures with ballasts or other equipment containing PCB's are or were located on the Project at any time during the Contractor's construction thereof.
- (c) To the Contractor's knowledge after due inquiry, no storage tanks for gasoline or any other toxic substance are or were located on the Project at any time during the Contractor's construction thereof. If any such materials were discovered, the Contractor made immediate written disclosure to the Port
- (d) The Contractor's operations concerning the Project are and were not in violation of any applicable environmental federal, state, or local statute, law or regulation dealing with hazardous materials substances or toxic substances, and no notice from any governmental body has been served upon the Contractor claiming any violation of any such law, ordinance, code or regulation, or requiring or calling attention to the need for, any work, repairs, construction, alteration, or installation on or in connection with the Project in order to comply with any such laws, ordinances, codes or regulations, with which the Contractor has not complied. If there are any such notices with which the Contractor has complied, the Contractor shall provide the Port with copies thereof.

9.1.4 Additional Warranties and Representations:

- (a) The Contractor represents and warrants that it, its employees and its subcontractors and their employees, shall at all times have the required levels of familiarity with the Site and the Work, training and ability to comply fully with all applicable Law and Contract Documents requirements for safe and expeditious performance of the Work, including whatever training is or may be required

regarding the activities to be performed (including, but not limited to, all training required to adequately address the actual or potential dangers of contract performance).

- (b) The Contractor represents and warrants that it, its employees and its subcontractors and their employees, shall at all times have and maintain in good standing any and all certifications and licenses required by applicable federal, state and other governmental and quasi-governmental requirements applicable to the Work.
- (c) The Contractor represents and warrants that it has studied carefully all requirements of the specifications regarding procedures for demolition, hazardous waste abatement, or safety practices, specified in this contract, and prior to submitting its bid, has either (a) verified to its satisfaction that the specified procedures are adequate and sufficient to achieve the results intended by the Contract Documents, or (b) by way of approved "or equal" request or request for clarification and written Addenda, secured changes to the specified procedures sufficient to achieve the results intended by the Contract Documents. The Contractor accepts the risk that any specified procedure will result in a completed project in full compliance with the contract requirements.

9.2 INSPECTION OF WORK

- 9.2.1 All materials, equipment and workmanship used in the Work shall be subject to inspection or testing at all times during construction and/or manufacture in accordance with the terms of the Contract Documents. Work and materials, and manufacture and preparation of materials, from beginning of construction until final completion and acceptance of Work, shall be subject to inspection and rejection by the Port, its agents, or independent contractors retained by the Port to perform inspection services, or governmental agencies with jurisdictional interests. The Contractor shall provide them proper and safe conditions for such access and advise them of the Contractor's site safety procedures and program so that they may comply therewith as applicable. Upon request or where specified, the Port (or its designee) shall be afforded access for inspection at the source of supply, manufacture or assembly of any item of material or equipment, with reasonable accommodations supplied for making such inspections.
- 9.2.2 The Contractor shall give the Port timely notice of readiness of the Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- 9.2.3 If applicable laws or regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, the Contractor shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, and furnish the Port with the

required certificates of inspection, or approval. The Port shall pay the cost of initial testing and the Contractor shall pay all costs in connection with any follow up or additional testing. The Contractor shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for the acceptance of materials or equipment to be incorporated in the Work, or of materials, mixed designs, or equipment submitted for approval prior to the Contractor's purchase thereof for incorporation in the Work.

- 9.2.4 If any Work (or the work of others) that is required to be inspected, tested or approved is covered by the Contractor prior to such inspection, testing or approval, without written approval of the Port, it must, if requested by the Port, be uncovered. Uncovering Work shall be at the Contractor's expense unless the Contractor has given the Port timely notice of the Contractor's intention to cover the same and the Port has given its written approval of the covering of the Work.
- 9.2.5 In any case where Work is covered contrary to the written request of the Port, it must, if requested by the Port, be uncovered for the Port's observation or inspection at the Contractor's expense.
- 9.2.6 Whenever required by the Port, the Contractor shall furnish tools, labor and materials necessary to make examination of Work that may be completed or in progress, even to extent of uncovering or taking down portions of finished Work. Should Work be found unsatisfactory, cost of making examination and of reconstruction shall be borne by the Contractor. If Work is found to be satisfactory, examination will be paid for by the Port in manner herein prescribed for paying for alterations, modifications and extra work, except as otherwise herein specified.
- 9.2.7 Inspection of the Work by or on behalf of the Port, or its failure to do so, shall not be deemed a waiver or approval of any non-conforming aspect of the Work.

9.3 CORRECTION OF DEFECTIVE WORK

- 9.3.1 If the Work is defective, or the Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the Port may order the Contractor to replace the defective work or to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Port to stop the Work shall not give rise to any duty on the part of the Port to exercise this right for the benefit of the Contractor or any other party.
- 9.3.2 If required by the Port, the Contractor shall promptly, as directed by the Port, without cost to the Port and in accordance with the Port's written instructions, (i) correct such defective Work, whether or not fabricated, installed or completed, or, if it has been rejected by the Port, remove it from the Site and replace it with Work that is not defective, and (ii) satisfactorily correct or remove and replace any damage to other Work or

the work of others resulting therefrom. All claims, costs, losses, and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others) as well as all costs of the Port incurred in exercising such rights and remedies (including, but not limited to, staff costs, overhead and any extra ordinary costs incurred in the examination, evaluation and determination that such defective Work should be corrected or removed and replaced) will be the responsibility of the Contractor and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to Work and the Contract Sum. Contractor shall provide costs of re-inspection and re-testing. If the parties are unable to agree on the amount of an appropriate decrease in the Contract Sum, the Port may deduct from monies due the Contractor all claims, costs, losses, and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others) as well as all costs of the Port incurred in exercising such rights and remedies (including, but not limited to, staff costs, overhead and the costs incurred in the examination, evaluation and determination that such defective Work should be corrected or removed and replaced). If the Contractor disagrees with the Port's calculation, it may make a claim as provided in Section 12. The Port's rights under this Section shall be in addition to any other rights it may have under the Contract Documents, including, without means of limitation, in Sections 9.3.3 and 9.4.

- 9.3.3 Correction Period: If within one (1) year after the date of Final Acceptance, or such longer period of time as may be prescribed by laws or regulations, by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, the Contractor shall promptly, without cost to the Port and in accordance with Port or the Port's written instructions, (i) correct such defective Work or, if it has been rejected by the Port or the Port, remove it from the Site and replace it with Work that is not defective, and (ii) satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If the Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the Port may have the defective Work corrected or the rejected Work removed and replaced, and all claims, costs, losses and damages caused by or resulting from such removal and replacement (including but not limited staff costs, overhead and to all costs of repair or replacement of work of others) shall be paid by the Contractor.
- 9.3.4 In special circumstances where a part of the Work is occupied or a particular item of equipment is placed in continuous service before Final Acceptance of all the Work, the correction period for that part of the Work or that item may start to run from an earlier date if so provided by Change Order.
- 9.3.5 Where defective or rejected Work (and damage to other work resulting therefrom) has been corrected, removed or replaced under this provision after the commencement of the correction period, the correction period

hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- 9.3.6 Where Contractor fails to correct defective work or defects are discovered outside of the correction period described above, the Port shall have all rights and remedies granted by law.

9.4 ACCEPTANCE AND CORRECTION OF DEFECTIVE WORK BY THE PORT

- 9.4.1 The Port may accept defective Work: If, instead of requiring correction or removal and replacement of defective Work, Port prefers to accept it, the Port may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the Port's evaluation of and determination to accept such defective Work. If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, unless the parties are unable to agree upon an appropriate decrease in the Contract Sum, in which case the Port may deduct from monies due the Contractor the amount of any and all claims, costs, losses (including diminution in value), damages, expenses and liabilities attributable to the defective work. If the Contractor disagrees with the deduction, the Contractor may make a claim as provided in Section 12. If the acceptance occurs after Final Payment, an appropriate amount shall be paid by the Contractor as determined by the Port.
- 9.4.2 The Port may correct untimely or defective Work: If the Contractor fails within five (5) days after written notice from the Port to correct defective Work or to remove and replace rejected Work as required by the Port in accordance with Section 9.3.2, or provide a plan for correction of defective Work acceptable to the Port, or if the Contractor otherwise fails to perform the Work in accordance with the Contract Documents (including material delays from approved schedules), the Port may (at its sole option), after five (5) days written notice to the Contractor, correct and remedy any deficiency. In connection with such corrective and remedial action, the Port may exclude the Contractor from all or part of the Site, take possession of all or part of the Work and suspend the Contractor's work related thereto, and incorporate in the Work any materials and equipment stored at the Site or for which the Port has paid the Contractor but which are stored elsewhere. The Contractor shall allow the Port, its representatives, agents, employees, and other contractors and Architect/Engineer's consultants access to the Site to enable the Port to exercise the rights and remedies under this Section. All claims, costs, losses (including diminution in value), damages, expenses and liabilities incurred or sustained by the Port in exercising such rights and remedies will be the responsibility of the Contractor and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to Work and the Contract Sum. If the parties are unable to agree on the amount of an appropriate decrease in the Contract Sum, the Port may deduct from monies due the Contractor all claims, costs, losses (including diminution in value), expenses,

damages and liabilities attributable to the defective Work, including all costs of repair or replacement of work of others destroyed or damaged by correction, removal or replacement of the Contractor's defective Work. If correction occurs after Final Payment, an appropriate amount shall be paid by the Contractor as determined by the Port. In either case, if the Contractor disagrees with the Port's calculation, it may make a claim as provided in Section 12.

9.5 RIGHTS UPON INSPECTION OR CORRECTION

- 9.5.1 The Contractor shall not be allowed an extension of the Contract Times (or any Milestones) because of any delay in the performance of Work attributable to the exercise by the Port of its rights and remedies under this Section. Where the Port exercises its rights under this Section, it retains all other rights it has by law or under the Contract Documents, including but not limited to, the right to terminate the Contract and/or assess a backcharge where a Change Order cannot be agreed upon.
- 9.5.2 Inspection shall not relieve the Contractor of its obligation to have furnished material and workmanship in accordance with the Contract Documents. Payment for work completed through periodic progress payments or otherwise shall not operate to waive the Port's right to require full compliance with the Contract Documents and shall in no way be deemed as acceptance of the Work paid therefor. The Contractor's obligation to complete the Work in accordance with the Contract Documents shall be absolute, unless the Port agrees otherwise in writing.

9.6 SAMPLES AND TESTS OF MATERIALS AND WORK

- 9.6.1 Samples or test specimens of all materials to be used or offered for use in connection with the Work shall be prepared at the Contractor's expense and furnished to the Port (or its designee) in such quantities and sizes as may be required for proper examination and tests.
- 9.6.2 All samples shall be submitted in ample time to enable the Port and Architect/Engineer to make any necessary tests, analyses or examinations before the time at which it is desired to incorporate the material into the work.
- 9.6.3 The Port may refuse consideration of further samples of the same brand or make of any material or product previously determined as unsatisfactory for testing, analysis or examination.
- 9.6.4 Test samples or specimens of material for testing may be taken by the Port, his or her representative, or any inspector, or a representative of the testing agency.
- 9.6.5. The Port reserves the right, in its sole discretion, to conduct air monitoring, earth monitoring, work monitoring, and any other tests (in addition to testing required under the agreement or applicable law), to monitor contract requirements of safe and statutory compliant work

methods and (where applicable) safe re-entry level air standards under State and Federal law upon completion of the job, and compliance of the work with periodic and final inspection of public and quasi-public entities having jurisdiction.

The Contractor acknowledges that the Port also has the right to perform, or cause to be performed, various activities and tests including, but not limited to, pre-abatement, during abatement and post-abatement air monitoring, provided that the Port shall have no obligation to perform said activities and tests, and that a portion of said activities and tests may take place prior to the completion of the Work by the Contractor. In the event the Port elects to perform these activities and tests, the Contractor shall afford the Port ample access to the Site and all areas of the Work as may be necessary for the performance of these activities and tests. The Contractor may include the potential impact of these activities for tests by the Port in the Contract Sum and the Contract Times.

Notwithstanding the Port's rights granted by this Section 9.6.5, the Contractor may be required to retain its own industrial hygiene consultant and shall have primary responsibility for collecting samples and perform all applicable, relevant or appropriate activities and tests including, but not limited to, pre-abatement, during abatement and post-abatement air monitoring, required or suggested by the Contract Documents, the Law, or both, and the Port reserves the right to request documentation of all such activities and tests performed by the Contractor relating to the Work.

9.7 PROOF OF COMPLIANCE WITH CONTRACT PROVISIONS

In order that the Port may determine whether the Contractor has complied or is complying with requirements of the Contract Documents not readily enforceable through inspection and tests of Work and materials, the Contractor shall at any time when requested submit to the Port properly authenticated documents or other satisfactory proofs of compliance with all applicable requirements.

9.8 ACCEPTANCE

Neither inspection by Port or its authorized agents or representatives, nor any order or certificate for the payment of money, nor any payment, nor acceptance of the whole or any part of the Work by Port, nor any extension of time, nor any verbal statements on behalf of the Port or its authorized agents or representatives shall operate as a waiver or modification of any provisions of the Contract Documents, or of any power reserved to Port herein or therein or any right to damages provided in the Contract Documents, nor shall any waiver of any breach of the Contract Documents be held to be a waiver of any other breach.

10. CONTRACTOR'S ORGANIZATION AND EQUIPMENT

10.1 CONTRACTOR'S LEGAL ADDRESS

Address and facsimile number given in the Contractor's Bid are hereby designated as the Contractor's legal address and facsimile number, but such address and/or number may be changed at any time by notice in writing, delivered to Port at the office of the Port, which in conspicuous language advises Port of a change in legal address or facsimile number. Delivery to the Contractor's legal address or depositing in any post office or post office box regularly maintained by United States Postal Service, in a postpaid wrapper, directed to the Contractor at legal address, of any drawing, notice, letter or other communication, shall be deemed legal and sufficient service thereof upon the Contractor. Facsimile to the Contractor's designated facsimile number of any letter, memorandum, or other communication on standard or legal sized paper, with proof of by facsimile transmission, shall be deemed legal and sufficient service thereof upon the Contractor.

10.2 CONTRACTOR'S OFFICE AT THE WORK SITE

The Contractor shall maintain an office at the Site, which office shall be headquarters of a Contractor Representative authorized to transmit and receive instructions, Plans or other communications to and from Port. Instructions, Plans, or other communications given to the Contractor's representative or delivered at the Site office in representative's absence shall be deemed to have been given to the Contractor.

10.3 CONTRACTOR'S SUPERINTENDENTS OR FOREPERSON

The Contractor shall at all times be represented on Site by one or more superintendents or forepersons authorized and competent to receive and carry out any instructions that Port may give, and the Contractor shall be liable for faithful observance of instructions delivered to the Contractor or to authorized representative or representatives on Site.

10.4 PROFICIENCY IN ENGLISH

Supervisors, security guards, safety personnel and employees who have unescorted access to the Site must possess proficiency in the English language in order to understand, receive and carry out oral and written communications or instructions relating to their job functions, including safety and security requirements.

10.5 CONTRACTOR'S AND SUBCONTRACTORS' EMPLOYEES

The Contractor shall employ, and shall permit the Subcontractors to employ, only competent and skilled personnel to do Work. If Port provides notice to the Contractor explaining that any person on the Work is incompetent, unfaithful or disorderly, or fails to observe customary standards of conduct or refuses to carry out provisions of the Contract Documents, or uses threatening or abusive language to any person on the Work representing Port, or violates sanitary rules,

or is otherwise unsatisfactory, and if Port requests that such person be discharged from the Work, then such person shall be immediately discharged from the Work and shall not be employed again on it except with consent of Port.

10.6 CONTRACTOR TO SUPPLY SUFFICIENT WORKERS AND MATERIALS

10.6.1 Unless otherwise required by Port pursuant to the terms of the Contract Documents, the Contractor shall at all times keep on the Site a sufficient amount of materials and employ a sufficient number of qualified workers to prosecute the Work at a rate and in a sequence and manner necessary to complete the Work within the Contract Times. This obligation shall remain in full force and effect notwithstanding disputes or claims of any type.

10.6.2 Should the Contractor at any time during progress of the Work, directly or (through Subcontractors) indirectly, refuse, neglect, or be unable to supply sufficient materials or qualified workers to prosecute the Work as required, then upon receipt of notice to that effect from Port, Port or its designee may notify the Contractor, at no cost to Port, to accelerate the Work and/or furnish additional qualified workers or materials as Port may consider necessary, and if the Contractor does not comply with the notice within 3 business days of date of service thereof, Port shall have right but not a duty to provide materials and qualified workers to finish the Work or any affected portion of the Work, as Port may elect. Sums necessary to meet expenses thereby incurred shall be deducted from monies due or which may thereafter become due under the Contract Documents, and paid to persons supplying materials and doing the Work. Amount of such payments shall be deducted from funds or appropriations set aside for purposes of the Contract Documents and charged to the Contractor as if paid to the Contractor. The Contractor shall remain liable for resulting delay, including liquidated damages and indemnification of Port from claims of others.

10.6.3 Exercise by the Port of the rights conferred upon them in Section 10.6.2, immediately above, is entirely discretionary on the part of the Port. The Port shall have no duty or obligation to exercise the rights referred to in Section 10.6.2 above, and the failure to exercise such rights shall not be deemed an approval of existing work progress or a waiver or limitation of the Port's right to exercise such rights in other concurrent or future similar circumstances. The rights conferred upon Port under Section 10.6.2 above are cumulative to the Port's other rights under the Contract Documents.

10.7 CONTRACTOR TO LIST TRADES WORKING

The Contractor shall list on a daily basis what trades are working on the Site and their scheduled activities, and provide a copy of that list to the Port, if requested.

10.8 CONTRACTOR'S USE OF THE SITE

The Contractor may make no arrangements with any person to permit occupancy or use of any land, structure or building within the limits of the work, for any purpose whatsoever, either with or without compensation, in conflict with any agreement between the Port and any owner, former owner or tenant of such land, structure or buildings. The Contractor may not occupy Port-owned property outside the limit of the work as shown on the Plans unless it obtains prior approval from the Port.

10.9 PROJECT LABOR AGREEMENT

Contractor shall comply with all requirements imposed upon the "Prime Contractor" and "Contractors" in Document 00823 Port of Oakland Maritime and Aviation Project Labor Agreement, (as such terms are defined in such Project Labor Agreement). In addition, Contractor shall cause all "Contractors" (as such term is defined in the Project Labor Agreement) that contract under Contractor on this Contract and are covered by the Project Labor Agreement, to comply with the requirements imposed on such "Contractors" under said agreement.

11. PROSECUTION AND PROGRESS OF THE WORK

11.1 SCHEDULES AND EXAMINATIONS OF CONTRACT DOCUMENTS

11.1.1 Before undertaking each part of the Work, the Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon, all applicable field and engineering measurements and all actual conditions. The Contractor shall promptly report in writing to the Port any conflict, error, ambiguity or discrepancy which the Contractor may discover and shall obtain a written interpretation or clarification from the Port before proceeding with any Work affected thereby.

11.1.2 The Contractor shall submit Construction Schedules and Reports as required by Specification Sections 01320 and 01330.

11.1.3. Unless otherwise provided in the Contract Documents, at least fifteen (15) days before submission of the First Application for Payment, a conference attended by the Contractor, Port, and others as appropriate, will be held to review for acceptability the final drafts of the schedules referred to in Subsection 11.1.2, above. The Contractor shall have an additional fifteen (15) days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be due or owing to the Contractor until the schedules referred to in subsection 11.1.2, above are submitted to and acceptable to the Port and/or Architect/Engineer as meeting the requirements of the Contract Documents (including Specification Sections 01200, 01320 and 01330). The Port's acceptance of the Contractor's schedules will not create any duty of care or impose on the Port any responsibility for the sequencing, scheduling or progress of Work nor will it interfere with or relieve the Contractor from the Contractor's full responsibility therefor. Schedules shall be updated and

completed as required by Specification Sections 01200, 01320 and 01330.

- 11.1.4 Before commencing any portion of the Work, the Contractor shall, to permit proper inspection of the Work and to assure measurements necessary for record and payment, inform the Port in writing as to time and place at which the Contractor wishes to commence the Work and the nature of the Work to be done. Information shall be given to the Port a reasonable time in advance of time at which the Contractor proposes to begin Work, so that Port may make necessary preliminary work without inconvenience or delay to the Contractor.
- 11.1.5 The Contractor shall submit submittals and shop drawings to Port for review in accordance with Specification Section 01330 Submittals. Submission of a Shop Drawing shall constitute the Contractor's representation that all requirements of Specification Section 01330 Submittals have been complied with. All submittals will be identified as Port may require and in the number of copies specified in Specification Section 01330 Submittals.
- 11.1.6 The Contractor shall not perform any Work requiring submission of a Shop Drawing or Sample or other submittal prior to submission and a favorable review thereof. Where a Shop Drawing or Sample or other submittal is required by the Contract Documents or the final schedule of Shop Drawing and Sample submissions accepted by the Port, any related Work performed prior to Port's approval of the pertinent submittal will be at the sole expense, responsibility and risk of the Contractor.
- 11.1.7 The Contractor shall utilize the Construction Schedules in planning, scheduling, coordinating, performing and controlling the Work (including all activities of Subcontractors, assigned contractors, equipment vendors and suppliers). The Contractor shall update the Construction Schedules on a monthly basis for purpose of recording and monitoring the progress of the Work and evaluating and preparing the Contractor's monthly progress payments.

11.2 MONUMENT PRESERVATION, CONTRACTOR'S LINES AND GRADES, MEASUREMENTS

Contractor must comply with and provide monumentation as required by California Business & Professions Code §8771. (See Specification Section 01720 Surveying Requirements.)

11.3 COST DATA

- 11.3.1 The Contractor shall maintain full and correct information as to number of workers employed in connection with each subdivision of the Work, classification and rate of pay of each worker in form of certified payrolls, cost to Contractor of each class of materials, tools and appliances used by Contractor in the Work, and amount of each class of materials used in each subdivision of the Work. If the Contractor maintains summaries or

reports comparing actual Project costs with Bid estimates or budgets, it shall provide the Port with a copy of such report whenever it is requested by the Port.

- 11.3.2 The Contractor shall maintain daily job reports recording all significant activity on the Project, including the number of workers on the Site, Work activities, problems encountered and delays. The Contractor shall take weekly progress photographs of all areas of the Work. The Contractor shall maintain copies of all correspondence with Subcontractors and records of meetings with Subcontractors. The Contractor shall report to its sureties promptly upon receiving requests from its sureties to provide reporting. The Contractor shall provide daily job reports as required by the Port.
- 11.3.3 The Port shall have the right to audit the Contractor's books and records and to inspect the Site, including the Contractor's trailer, or other job site office, and this requirement shall be contained in the subcontracts of Subcontractors working on Site. The Port shall have the right to inspect and obtain copies of the following documents at all times: all Contract Documents, all planning and design documents, all Bid proposal and negotiation documents, all design modification proposals, all value engineering or other cost reduction proposals, all revisions made to the original design, and all job progress reports and photographs, and as-built drawings maintained by the Contractor.
- 11.3.4 Record Documents: The Contractor shall maintain in a safe place at the Site one set of Record Documents which shall include a record copy of all plans, specifications, addenda, contract modifications, change orders, work directives, force account orders, change requests, claims and any written interpretations and clarifications. The Record Documents shall be kept in good order and annotated to show all changes made during construction. These Record Documents, together with all approved Samples and a copy of all approved Shop Drawings shall be made available to the Port as requested during the Project. Upon completion of the Work, two sets of Record Documents, all approved Samples, and all approved Shop Drawings shall be delivered to the Port.
- 11.3.5 The Port shall have a right to inspect and the Contractor shall maintain in retrievable files the following information and documents maintained under this Section at any time during the Project and for a minimum period of ten (10) years following Substantial Completion: Record Documents, all approved Samples, all approved Shop Drawings, all User/Operation/Service manuals and Warranties, applications for payment, list of submittals, field orders, contract schedules, notices of completion, daily work and inspection reports, requests for information, requests for clarification, project correspondence, and other documentation required by the Contract Documents or applicable law, or both. This right of inspection shall be specifically enforceable in a court of law, either independently or in conjunction with enforcement of any other rights in the Contract Documents. The Port's right of inspection shall not relieve the Contractor of its duties and obligations under the Contract

Documents. If the Contractor shall cease business operations, then Contractor shall provide these records to the Port.

11.3.6 The Port shall have a right to inspect and the Contractor shall maintain in retrievable files the following information and documents maintained under this Section at any time during the Project and for a minimum period of thirty (30) years following Final Completion or the date of last employment of personnel for the Work, whichever is later: all Contractor employee medical records, training certificates, respirator certificates, air monitoring certificates, medical certificates, notes and photographs of work conditions, related permits and approvals, and all other documentation required by the Contract Documents, applicable law or both. The Port's right of inspection shall not relieve the Contractor of its duties and obligations under the Contract Documents. If the Contractor shall cease business operations, then Contractor shall provide these records to the Port.

11.3.7 The Port shall have a right to inspect and the Contractor shall maintain in retrievable files the following information and documents maintained under this Section at any time during the Project and for a minimum period of thirty (30) years following Final Completion: all records of and relating to exposure to toxic or harmful substances, including monitoring and laboratory reports, and all other documentation required by the Contract Documents, applicable law or both. The Port's right of inspection shall not relieve the Contractor of its duties and obligations under the Contract Documents. If the Contractor shall cease business operations, then Contractor shall provide these records to the Port.

12. CLAIMS BY THE CONTRACTOR

12.1 GENERAL

12.1.1 Contract Interpretation Disputes: Should it appear to the Contractor that the Work to be performed or any of the matters relative to the Contract Documents are not satisfactorily detailed or explained therein, or should any questions arise as to the meaning or intent of the Contract Documents, the Contractor shall give written notice to the Port. The Contractor shall bear all costs incurred in the giving of such notice. All issues regarding the interpretation of the Plans or Specifications shall be referred to the Port for interpretation and determination. The Port shall have the right but not the obligation to affirm or disaffirm any Architect/Engineer interpretation of the Plans or Specifications, which affirmance or disaffirmance shall be final. All issues regarding the General Conditions, Division 1 Specifications or non-engineering or non-technical aspects of the Work shall be determined by the Port whose determination shall be final. If the Contractor should disagree with the Port's determination regarding any aspect of the Contract Documents, the Contractor's sole and exclusive remedy is to file a claim in accordance with this Section. Notwithstanding and pending the resolution of any claim, the Contractor shall diligently prosecute the Disputed Work (as defined in Section 12.2.1) to Final Completion.

- 12.1.2 Work Disputes: Should any dispute arise under the Contract Documents respecting the true value of any Work performed, the implementation of the Work required by the Contract Documents, any Work omitted, any extra Work which the Contractor may be required to perform or time extensions, respecting the size of any payment to the Contractor during the performance of the Contract Documents, or of compliance with Contract Documents procedures, the dispute shall be decided by the Port and its decision shall be final and conclusive. If the Contractor disagrees with the Port's decision, the Contractor's sole and exclusive remedy is to file a claim in accordance with this Section 12. Notwithstanding and pending the resolution of any claim, the Contractor shall diligently prosecute the Disputed Work to Final Completion.
- 12.1.3 Claim" means a written demand or written assertion by the Contractor seeking, as a matter of right, the payment of money, the adjustment or interpretation of the Contract Documents terms, or other relief arising under or relating to the Contract Documents. In order to qualify as a "claim," the written demand must state that it is a claim submitted under Section 12 of this Document 00700 General Conditions.
- 12.1.4 A voucher, invoice, payment application, or other routine or authorized form of request for payment is not a claim under the Contract Documents. If such request is disputed as to liability or amount, then the disputed portion of the submission may be converted to a claim under the Contract Documents by submitting a separate claim in compliance with claim submission requirements.
- 12.1.5 The provisions of this Section 12 survive termination or completion of the Contract Documents. The Contractor shall bear all costs incurred in the preparation and submission of a claim.
- 12.1.6 Contractor shall impose the claim notice and documentation requirements in this Contract on Contractor's subcontractors of all tiers, and require them to submit to the Contractor all claims against Contractor and/or Port within the times and containing the documentation required by this Section 12. The claim notice and documentation procedure described in this Section 12 applies to all claims and disputes arising under the Contract Documents, whether or not specifically referred to in any specific portion of the Contract.

12.2 PROCEDURES

- 12.2.1 Should any clarification, determination, action or inaction by the Port or Architect/Engineer, Work, or any other event, in the opinion of the Contractor, exceed the requirements of or not comply with the Contract Documents, or otherwise result in the Contractor seeking additional compensation in time or money for any reason (collectively "Disputed Work"), then the Contractor and the Port shall make good faith attempts to resolve informally any and all such issues, claims and/or disputes. Before commencing the Disputed Work, or within seven (7) calendar days

after Contractor's first knowledge of the Disputed Work, whichever is earlier, the Contractor must file a written notice of the Disputed Work with the Port stating clearly and in detail its objection and reasons for contending the Work or interpretation is outside the requirements of the Contract Documents. If a written notice of Disputed Work is not issued within this time period, or if the Contractor proceeds with the Disputed Work without first having given the notice required by this Section, the Contractor shall waive its rights to further claim on the specific issue.

12.2.2 The Port will review the Contractor's timely notice of Disputed Work and provide a written decision. If, after receiving the decision, the Contractor disagrees with it or still considers the Work required of it to be outside of the requirements of the Contract Documents, it shall so notify the Port, in writing, within seven (7) calendar days after receiving the decision, that a formal claim will be issued. Within thirty (30) calendar days of receiving the decision, the Contractor shall submit its claim in the form specified herein and all arguments, justification, cost or estimates, schedule analysis, and detailed documentation supporting its position. The Contractor's failure to furnish notification within seven (7) calendar days and all justifying documentation within thirty (30) calendar days will result in the Contractor waiving its right to the subject claim. If Disputed Work persists longer than thirty (30) days, then the Contractor shall, every thirty (30) days until the Disputed Work ceases, submit to the Port a document titled "Claim Update" which shall update and quantify all elements of the Claim as completely as possible. The Contractor's failure to submit a Claim Update or to quantify costs every thirty (30) days shall result in waiver of the claim for that thirty (30) day period. Claims or Claim Updates stating that damages will be determined at a later date shall not comply with this Section and shall result in the Contractor waiving its claim(s).

12.2.3 Upon receipt of the Contractor's formal claim including all arguments, justifications, cost or estimates, schedule analysis, and documentation supporting its position as previously stipulated, the Port or its designee will review the issue and render a final determination.

12.2.4 Claims shall be calculated in the same manner as Change Orders per Specification Section 01250. EXCEPT WHERE PROVIDED BY LAW, OR ELSEWHERE IN THESE CONTRACT DOCUMENTS (IF APPLICABLE), PORT SHALL NOT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES, AND CLAIMS SHALL NOT INCLUDE SPECIAL OR CONSEQUENTIAL DAMAGES. CONTRACTOR SHALL BE LIMITED IN ITS RECOVERY ON CLAIMS TO THE CHANGE ORDER CALCULATIONS SET FORTH IN SPECIFICATION SECTION 01250.

12.3 CLAIM FORMAT

The Contractor shall submit the claim justification in the following format: (a) Cover letter and certification of the accuracy of the contents of the claim, (b) summary of claim including underlying facts, entitlement, quantum calculations and Contract Document provisions supporting relief, (c) list of documents relating

to claim including specifications, Plans, clarifications/requests for information, schedules and others, (d) chronology of events and correspondence, (e) analysis of claim merit, (f) analysis of claim cost, and (g) attach supporting documents referenced in (c).

12.4 EXCLUSIVE REMEDY

The Contractor's performance of its duties and obligations specified in this Section 12 and submission of a claim as provided in this Section 12 is the Contractor's sole and exclusive remedy for the payment of money, extension of time, the adjustment or interpretation of Contract Documents terms or other contractual or tort relief arising from the Work. This exclusive remedy and the limitation of liability (expressed herein and elsewhere throughout the Contract Documents) apply notwithstanding the completion, termination, suspension, cancellation, breach or rescission of the Work or the Contract Documents, negligence or strict liability by the Port, its representatives, consultants or agents, or the transfer of the Work or the Project to the Port for any reason whatsoever. The Contractor waives all claims of waiver, estoppel, release, bar, or any other type of excuse for non-compliance with the claim submission requirements. Compliance with the notice and claim submission procedures described in this Section 12 is a condition precedent to the right to commence litigation, file a Government Code Claim, or commence any other legal action. No claim or issues not raised in a timely protest and timely claim submitted under this Section 12 may be asserted in any Government Code Claim, subsequent litigation, or legal action. The Port shall not have deemed to waive any provision under this Section 12, if at the Port's sole discretion, a claim is accepted in a manner not in accord with Section 12.

12.5 MEDIATION

All claims not subject to the claim resolution procedures set forth in Section 01410 Regulatory Requirements shall, as a condition precedent to litigation thereon, first be mediated. Mediation shall be non-binding and utilize the services of a mediator mutually acceptable to the parties, and, if the parties cannot agree, a mediator selected by the American Arbitration Association from its panel of approved mediators trained in construction industry mediation. All statutes of limitation shall be tolled from the date of the demand for mediation until a date two weeks following the mediation's conclusion. All unresolved claims shall be submitted to the same mediator. The cost of mediation shall be equally shared.

13. LEGAL AND MISCELLANEOUS

13.1 LAWS AND REGULATIONS

13.1.1 The Contractor shall keep fully informed of and shall comply with all laws, ordinances, regulations and orders of any properly constituted authority, including the Charter of the City (including without limitation Section 728 entitled "Living Wage and Labor Standards at Port-Assisted Businesses" and Port Ordinance No. 3666 entitled "An Ordinance Establishing a Living Wage Requirement"), affecting the Contract Documents, the Work and

persons connected with Work, and shall protect and indemnify the Port and its officers, employees, consultants and agents against any claim or liability, including attorney's fees, arising from or based on violation of law, ordinance, regulation or order, whether by the Contractor or by Subcontractors, employees or agents. Authorized persons may at any time enter upon any part of the Work to ascertain compliance of all applicable laws, ordinances, regulations and orders.

13.1.2 Whenever the Plans and Specifications require large sizes or higher standards than are required by any applicable law, ordinance, regulation or order, the Plans and Specifications shall govern. Whenever the Plans and Specifications require something which will violate such laws, ordinances, regulations or orders, then such laws, ordinances, regulations or orders shall govern.

13.1.3 COMPLIANCE WITH LAWS. The Contractor represents that it is familiar with and shall comply with all laws applicable to the Work or completed Work including, but not limited to, all federal, state and local laws, statutes standards, rules, regulations and ordinances applicable to the Work (collectively, the "Law") relating to:

- (a) the protection of the public health, welfare and environment,
- (b) storage, handling or use of asbestos, PCB, lead, petroleum based products or other hazardous materials,
- (c) the generation, processing, treatment, storage, transport, disposal, destruction or other management of asbestos, PCB, lead, petroleum or hazardous waste materials or other waste materials of any kind, or
- (d) the protection of environmentally sensitive areas such as wetlands.

13.1.4 DISPOSAL. The Contractor has the sole responsibility for determining current waste storage, handling, transportation and disposal regulations for Hazardous Materials, Hazardous Wastes or any other materials or waste at the Site. Contractor shall be responsible for selecting each waste disposal facility from those on the Port's approved list provided under this Contract. The Contractor must comply fully at its sole cost and expense with these regulations and any applicable Law. Nothing herein shall be interpreted to impose upon Contractor responsibility for the negligence or willful misconduct of the waste disposal facility, if such waste disposal facility is on the Port's current approved list of disposal sites/designated facilities, as further described below. The Port may, but is not obligated to, require submittals with information regarding the chosen waste disposal facility or the negligence or willful misconduct of the waste disposal facility for it to review consistent with the Contract Documents.

The Contractor shall develop and implement a system acceptable to the Port to track Hazardous Waste from the Site to disposal, including appropriate “Hazardous Waste Manifests” on the EPA form, so that the Port may track the volume of waste it put in each landfill and receive from each landfill a certificate of receipt.

The Contractor shall dispose of Hazardous Waste, designated waste, universal waste, and other contaminated materials removed from Port project sites at disposal sites/designated facilities listed in Document 00805 Supplemental General Conditions—Hazardous Materials.

The Contractor shall use the disposal sites listed in Document 00805 Supplemental General Conditions—Hazardous Materials, whether the Work is covered by OCIP or not.

In addition, any disposal site used must also meet the following five criteria at the time of such disposal (even if the site is listed in Document 00805):

1. Such facility should be properly permitted and licensed to accept and dispose of the applicable waste and in compliance with applicable Environmental Laws (including federal, state, or other administrative or regulatory bodies or agencies with applicable jurisdiction);
2. Such facility is not listed, not proposed and has never been identified or listed on the Federal National Priorities List (Superfund) or EPA (CERCLA) National Priorities List, CERCLIS List or pursuant to any functional equivalent of those listings made by federal, state, or other administrative or regulatory bodies or agencies with applicable jurisdiction pursuant to “environmental law”, State equivalent list, or Local equivalent list;
3. As of 7/14/09, such facility is not subject to Federal information requests under Section 104(c) of CERCLA or Section 3007 (a) of RCRA or, State or Local equivalent requests; and
4. As of 7/14/09 or date that the waste is accepted from the Port (or its Contractor or sub-contractor), whichever is later, the non-owned location, its owners and operators (including any such persons, corporations or unincorporated associations) are not in bankruptcy or financial insolvency.
5. Such facility is not undergoing voluntary or regulatory-required remediation activities at the time the waste is received for disposal.

If the disposal sites listed on Document 00805 do not meet the above-listed criteria, the Contractor must use an alternate disposal site which does meet all of the above-listed criteria and is otherwise approved by the Port Risk Management Department or Environmental and Safety Department.

Please note that the list provided in Document 00805 will be revised from time to time and may not be current. Prior to considering use of any of the listed disposal sites/designated facilities, a current list should be obtained

either from the Port Risk Management Department or Environmental and Safety Department.

The Contractor shall obtain documentation of the actual disposal or destruction of waste at a designated facility through a disposal certificate or certificate of destruction and forward the original to the Port.

13.1.5 With respect to hazardous wastes or hazardous substances which originate at the Site and are not brought onto the Site by the Contractor, the Contractor shall not have liability as an owner, operator, generator or discharger of such hazardous wastes or hazardous substances under the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. section 9601 *et seq.*) the Carpenter-Presely-Tanner Hazardous Substance Account act (Cal. Health & Safety Code Section 25300 *et seq.*) the Porter Cologne Water Quality Control Act (Water Health & Code Section 25100 *et seq.*) or the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. Section 6901 *et seq.*). Contractor shall, however, have liability for performing this Contract, and such liability shall include the responsibility to fully and completely comply with the foregoing statutes and all other applicable federal, state and local laws, statutes, standards, rules, regulations, orders or permits that apply to the work.

After Final Completion of the Work by the Contractor in accordance with the Contract Documents, subject to its continuing obligation under the Contract Documents (including, without limitation, its obligation under the representations, warranties and guaranties with respect to the Work performed), Contractor shall not be responsible for the performance of any further remedial action, removal actions or cleanup of hazardous waste or hazardous substances at the Site that the Port may be ordered, directed or required to perform by any governmental authority after the date of Final Completion, unless such remedial action, removal action or cleanup is necessary because of the Contractor's failure to perform this Contract, any negligence in the performance of the Work, or any willful misconduct in connection with the performance of the Work.

Nothing in this Paragraph 13.1.5 shall limit or restrict the liability or responsibility of the Contractor (or any of its subcontractors, consultants, employees or agents) in the event of any failure to perform or comply with the terms of the Contract Documents, any negligence in the performance of the Work, or any willful misconduct in connection with the performance of the Work, nor shall this Paragraph in any way limit or restrict the Contractor's responsibilities under the Contract Documents and applicable law in connection with the handling, transport, storage or disposal of hazardous waste or hazardous substances and/or the arranging therefor.

13.2 PERMITS AND TAXES

13.2.1 The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful prosecution of the Work,

unless otherwise provided in the Project Manual. The Port will pay applicable building permit and plan checking fees charged by the City of Oakland, but no mark ups will be allowed on these costs. The Contractor shall make necessary arrangements with proper authorities having jurisdiction over roads, streets, pipelines, navigable waterways, railroads and other works in advance of operations, even where permits for the Work may have already been obtained by the Port.

Before performing any of the Work, and at such other times as may be required by applicable Law, the Contractor shall deliver all requisite notices and obtain the approval of all governmental and quasi-governmental authorities having jurisdiction over the Work. The Contractor shall submit evidence satisfactory to the Port that it and any disposal facility (i) have obtained all required permits, approvals and the like in a timely manner both prior to commencement of the Work and thereafter as and when required by applicable Law, and (ii) are in compliance with all such permits, approvals and the like. For example, before commencing any work in connection with the Work involving asbestos-containing materials or PCB subject to regulation, the Contractor agrees to provide the required notice of intent to renovate or demolish to the appropriate state or federal agency having jurisdiction, by certified mail, return receipt requested, or by some other method of transmittal for which a return receipt is obtained, and to send a copy of that notice to the Port. The Contractor shall not conduct any Work involving asbestos-containing materials or PCB unless the Contractor has first confirmed that the appropriate agency having jurisdiction is in receipt of the required notification. All permits, licenses, bonds required by governmental or quasi-governmental authorities, fees, deposits, tap fees, offsite easements and asbestos and PCB disposal facilities necessary for the prosecution of the Work shall be procured and paid for by the Contractor. The Contractor shall give all notices and comply with the Law bearing on the conduct of the Work as drawn and specified. If the Contractor observes or reasonably should have observed that Plans and Specifications and other Contract Documents are at variance therewith, it shall be responsible for promptly notifying the Port in writing of such fact. If the Contractor performs any Work contrary to the Law without such notice to the Port, it shall bear all costs arising therefrom.

In the case of any permits or notices held in the Port's name or of necessity to be made in the Port's name, the Port shall cooperate with the Contractor in securing the permit or giving the notice, but the Contractor shall prepare for the Port's review and execution upon approval, all necessary applications, notices and other materials.

- 13.2.2 The Contractor shall pay all sales and/or use taxes levied on materials, supplies, or equipment purchased and used on or incorporated into the Work, and all other taxes properly assessed against equipment or other property used in connection with the Work, without any increase in the Contract Sum. Without means of limitation, Contractor shall be responsible for any documentary, excise, stamp and transfer tax and any sale, use or other tax imposed by reason of the design, delivery, sale,

transfer, or installation of the materials, supplies, equipment or other property purchased and used on or incorporated into the Work, regardless of which party has liability for such tax under applicable law, and any deficiency, interest or penalty asserted with respect thereto. Contractor represents that Contractor has, or will obtain prior to the transfer of title of any materials, supplies, equipment or other property purchased and used on or incorporated into the Work, the necessary seller's permit as required by the State of California. Contractor represents that it will collect, report, and pay all sales and or use taxes arising out of the Work to the State Board of Equalization. When requested by the Port, upon full payment Contractor will issue Port a receipt pursuant to California Revenue and Taxation Code Section 6203, relieving Port of all liability for any tax relating to the materials, supplies, equipment or other property purchased and used on or incorporated into the Work.

13.3 RESPONSIBILITY OF THE CONTRACTOR AND INDEMNIFICATION

13.3.1 The Port, City, and each of their officers, employees, consultants and agents, including, but not limited to, the Board, the Port and each Port representative, shall not be liable or accountable in any manner for:

- (a) loss or damage that may happen to the Work or any part thereof;
- (b) loss or damage to materials, equipment, tools or other things used or employed in performing the Work;
- (c) injury, sickness, disease, or death of any person, including, but not limited to, workers and the public; or
- (d) damage to property;

resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and the Contractor releases all of the foregoing persons and entities from any and all such claims.

13.3.2 To the furthest extent permitted by law (including without limitation California Civil Code Section 2782), the Contractor shall assume defense of, and indemnify, and hold harmless the Port, City, and each of their officers, employees, consultants and agents, including, but not limited to, the Board, the Port and each Port representative, from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to attorneys' fees and consultants' fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of the Contractor, Subcontractors, any one directly or indirectly employed by any of them or any one for whose acts any of them may be liable, regardless of whether it is caused in part by the negligence of the Port or by any person or entity required to be indemnified hereunder.

- 13.3.3 With respect to third party claims against the Contractor, the Contractor waives any and all rights to any type of express or implied indemnity against the Port, City, and each of their officers, employees, consultants and agents, including, but not limited to, the Board, the Port and each Port representative.
- 13.3.4 Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the Contractor, its Subcontractors of any tier, or the officers or agents of any of them.
- 13.3.5 To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), the indemnities, releases of liability and limitations of liability, and limitations of remedy expressed throughout the Contract Documents shall apply even in the event of breach of contract, negligence (active or passive), fault or strict liability of the party[s] indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, or completion of the Contract Documents. If the Contractor fails to perform any of these defense or indemnity obligations, the Port may in its discretion backcharge the Contractor for its costs and damages resulting therefrom and withhold such sums from progress payments or other contract monies which may become due.
- 13.3.6 The indemnities in the Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to the Port to the extent of its active negligence.
- 13.3.7 Notwithstanding all of the foregoing, Contractor waives any and all claims against the Port, its officers, agents, employees, consultants, and representatives, and any other participant in the OCIP program, for loss, cost, damage or expense arising out of the Project or the Work to the extent any such loss, cost, damage or expense is covered by insurance.
- 13.3.8 To the greatest extent permitted by law, the indemnities and limitations of liability expressed throughout the Contract Documents apply with equal force and effect to any claims or liabilities imposed or existing by virtue of the removal, abatement and disposal of hazardous waste. This includes liabilities connected to the selection and use of a waste disposal facility, personal injury, property damage, loss of use of property, damage to the environment or natural resources, or "disposal" and "release" of materials associated with the Work (as defined in 42 U.S.C. §§ 9601 et seq).

13.4 NOTICE OF CONCEALED OR UNKNOWN CONDITIONS

- 13.4.1 Before commencing work of digging trenches or excavation, the Contractor shall review all information available regarding subsurface conditions, including but not limited to information indicated in the Contract Documents or supplied in Document 00320 Existing Conditions and Geotechnical Data.

- (a) In the case of any Underground Facilities which are located on Port property and are used to furnish services on Port property or are under the operation and control of the Port, or in any other case in which the Underground Services Alert does not provide an inquiry notification number and notify its members who have subsurface installations in the area of the proposed excavation, then the Contractor shall be fully responsible for locating the Underground Facilities and protecting such Underground Facilities during excavation. In locating the Underground Facilities Contractor shall investigate all records identified by the Port relative to the location of such Underground Facilities and shall make use of all necessary industry locating techniques and/or engage qualified locating service to perform such services for the Contractor. The Contractor shall undertake no excavation Work until such time that the Underground Facilities are located and field marked or determined not to be in the area of excavation. Thereafter, subject to the further requirements in the Specifications, Contractor shall determine the exact location of the Underground Facilities by excavating with hand tools within the area of the location of the Underground Facilities. Contractor shall provide the Port with adequate prior written notice of its proposed excavation work in an area containing Port Underground Facilities, and shall submit for Port's approval its plan for locating and protecting the Underground Facility from damage due to the excavation work. The Port's favorable review of such plan shall in no way limit or restrict the responsibility of the Contractor under the Contract Documents and at law and Contractor shall not rely upon the Port's review as a representation of the location of the Underground Facility, the suitability of the plan or its compliance with law.
- (b) Subject to the terms and conditions of these documents, the Contractor shall also comply with Government Code Sections 4216 to 4216.9, and in particular Section 4216.2 which provides, in part:

"Except in an emergency, every person planning to conduct any excavation shall contact the appropriate regional notification center at least two working days, but no more than 14 calendar days, prior to commencing that excavation, if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the excavator and, if practical, the excavator shall delineate with white paint or other suitable markings the area to be excavated. The regional notification center shall provide an inquiry identification number to the person who contacts the center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation."

The Contractor shall contact the regional notification center, "Underground Service Alert" ("USA"), and schedule the work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. The Contractor is charged with knowledge of all subsurface conditions reflected in USA records. Prior to commencing excavation or trenching work, the Contractor shall provide the Port with copies of all USA records secured by the Contractor. The Contractor shall advise the Port of any conflict between information provided in Document 00320 Existing Conditions and Geotechnical Data, and that provided by USA records.

13.4.2 If either of the following conditions is encountered at Site, the Contractor shall give written notice to the Port promptly before conditions are disturbed (except in an emergency as required by Section 16.4), and in no event later than seven (7) days after first observance of:

- (a) Subsurface or latent physical conditions which differ materially from those indicated in the Contract Documents.
- (b) Unknown physical conditions of an unusual nature or which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

13.4.3 In response to the Contractor's written notice under Section 13.4.2 above, the Port will investigate the identified conditions, and if they differ materially and cause increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, the Port will issue a Change Order under the procedures described in the Contract Documents.

13.4.4 If the Port determines that physical conditions at the Site are not latent or are not materially different from those indicated in the Contract Documents or that no change in terms of the Contract Documents is justified, the Port shall so notify the Contractor in writing, stating reasons. If the Port and the Contractor do not agree on an adjustment in Contract Sum or Contract Times, the Contractor shall proceed with the Work as directed by the Port and may file a claim as provided in Section 12 hereof.

13.4.5 The Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Times regarding claimed latent or materially different Site conditions if:

- (a) The Contractor knew of the existence of such conditions at the time the Contractor submitted its Bid; or
- (b) The Contractor should have known of the existence of such conditions as a result of having complied with the requirements of

the Contract Documents, including without limitation Section 2.1 and 13.4.1 herein; or

- (c) The information or conditions claimed by the Contractor to be latent or materially different consist of information, conclusions, opinions or deductions of the kind that Sections 2.2 and 2.3 herein precludes reliance upon; or
- (d) If the Contractor was required to give written notice under Section 13.4.2 herein and failed to do so within the time required.

13.4.6 If the Port and the Contractor are unable to agree on entitlement to or as to the amount or length of any adjustment in the Contract Sum or Contract Times required under this Section, the Contractor may make a claim as provided in Section 12.

13.4.7 The cost of all of the following will be included in the Contract Sum and the Contractor shall have full responsibility for:

- (a) Reviewing and checking all available information and data, including but not limited to, Document 00320 Existing Conditions and Geotechnical Data and information on file at USA and at the Port's utilities department;
- (b) Locating all Underground Facilities shown or indicated in the Contract Documents, available information, or indicated by visual observation, including but not limited to, and by way of example only, engaging qualified locating services and all necessary backhoeing and potholing;
- (c) Coordination of the Work with the owners of such Underground Facilities during construction; and
- (d) The safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

13.4.8 If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated in the materials supplied by the Port or in information on file at USA, or is otherwise reasonably available to the Contractor, then the Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby (and in no event later than seven (7) days), and prior to performing any Work in connection therewith (except in an emergency as required by Section 16.4), identify the owner of such Underground Facility and give written notice to that owner and to the Port. During such time, the Contractor shall be responsible for the safety and protection of such Underground Facility.

13.4.9 The Contractor shall be allowed an increase in the Contract Sum or an extension of the Contract Times, or both, to the extent that they are

attributable to the existence of any Underground Facility that is owned and was built by the Port only where the Underground Facility:

- (a) Was not shown or indicated in the Contract Documents or in the information supplied pursuant to Document 00320 Existing Conditions and Geotechnical Data or in information on file at USA; and
- (b) The Contractor did not know of it; and
- (c) The Contractor could not reasonably have been expected to be aware of it or to have anticipated it from the information available. (For example, if surface conditions such as pavement repairs, valve covers, or other markings, indicate the presence of an Underground Facility, then an increase in the Contract Sum or an extension of the Contract Time will not be due, even if the Underground Facility was not indicated in the Contract Documents, in the information supplied to the Contractor pursuant to Document 00320 Existing Conditions and Geotechnical Data, in information on file at USA, or otherwise reasonably available to the Contractor.)

13.4.10 The Contractor shall bear the risk that Underground Facilities not owned or built by the Port may differ in nature or locations shown in information made available by the Port pursuant to Document 00320 Existing Conditions and Geotechnical Data, in information on file at USA, or otherwise reasonably available to the Contractor. Underground Facilities are inherent in construction involving digging of trenches or other excavations and the Contractor is to apply its skill and industry to verify the information available.

13.4.11 If the Contractor stops Work in connection with any changed condition and in any area affected thereby, the Contractor shall immediately redeploy its Subcontractors, workmen, equipment and materials, as necessary, to other portions of the Work to minimize delay and disruption.

13.4.12 The Site is located in an urban area, with industrial businesses in the vicinity, in an area that was previously filled. The Contractor should anticipate encountering hazardous materials and irregular conditions or materials in the soil at the Site.

13.5 NOTICE OF HAZARDOUS WASTE OR MATERIALS CONDITIONS

13.5.1 Notice by the Contractor shall be given in writing to the Port promptly, before any of the following conditions are disturbed (except in an emergency as required by Section 16.4), and in no event later than 24 hours after first observance, of any:

- (a) material that the Contractor believes may be material that is hazardous waste or hazardous material, as defined in Section

25117 of the Health and Safety Code (including, without limitation, asbestos, lead, PCBs, petroleum and related hydrocarbons, and radioactive material) that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;

- (b) other material which may present a substantial danger to persons or property exposed thereto in connection with Work at the Site.

Except as otherwise provided in the Contract Documents or as provided by applicable law, the Contractor shall not be required to give any notice for the disturbance or observation of any such hazardous waste or hazardous material where such matter is disturbed or observed as part of the scope of Work under the Contract Documents (such as hazardous waste or hazardous material investigation, remediation or disposal activities which are identified as the subject of Work under the Contract Documents), where the Contractor complies with all requirements in the Contract Documents and applicable law respecting such materials.

13.5.2 The Contractor's written notice under Section 13.5.1 above shall indicate whether the hazardous waste or material was brought to the Site by the Contractor, its Subcontractors, suppliers, or anyone else for whom the Contractor is responsible.

13.5.3 In response to the Contractor's written notice under Section 13.5.1 above, the Port shall promptly investigate the identified conditions, and if it finds that conditions do involve hazardous waste or hazardous materials which causes a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Port will issue a Change Order under the procedures required by the Contract Documents.

13.5.4 If the Port determines that conditions do not involve hazardous waste or hazardous materials or that no change in Contract Documents terms is justified, the Port shall so notify the Contractor in writing, stating reasons. If the Port and the Contractor cannot agree on an adjustment in Contract Sum or Contract Times, the Contractor shall proceed with the Work as directed by the Port and may file a claim as provided under Section 12.

13.5.5 The Contractor shall not be entitled to any adjustment in the Contract Sum or Times regarding claimed hazardous waste or hazardous materials if:

- (a) The Contractor knew of the existence of such hazardous material or hazardous waste at the time the Contractor submitted its bid, including information supplied in Document 00340 Hazardous Material Surveys or information obtained by any Port consultant as a result of the Port's consultant's additional or supplementary examinations, investigations, explorations, tests, studies and data concerning the conditions at or contiguous to the Site prior to submitting its Bid; or

- (b) The Contractor should have known of the existence of such hazardous material or hazardous waste as a result of its having the responsibility to obtain additional or supplementary examinations, investigation, explorations, tests, studies and data concerning the conditions at or contiguous to the Site prior to submitting its Bid; or
- (c) If the Contractor failed to give the written notice within the time required under Section 13.5.1 above.

13.5.6 If after receipt of notice from the Port, the Contractor does not agree to resume work based on a reasonable belief it is unsafe, or does not agree to resume work under special conditions, then the Port may order such portion of Work that is in connection with such hazardous condition or such affected area to be deleted from the Work or performed by others, or the Port may invoke its rights to terminate the Contractor's right to proceed under the Contract Documents in whole or in part. The Port will determine entitlement to or the amount or extent of an adjustment, if any, in Contract Sum or Contract Times as a result of deleting such portion of Work, or performing the Work by others. If the Contractor does not agree with the Port's determination, it may make a claim therefore as provided in Section 12.

13.5.7 If the Contractor stops Work in connection with any hazardous condition and in any area affected thereby, the Contractor shall immediately redeploy its Subcontractors, workmen, equipment and materials, as necessary, to other portions of the Work to minimize delay and disruption.

13.5.8 Notwithstanding any of the foregoing, Contractor shall not perform remediation of or clean up work of hazardous or regulated materials, substances or waste without first receiving written pre-approval from the Port of (a) such work and (b) any and all contractors and subcontractors responsible for carrying out such work.

13.6 SUSPENSION OF WORK

The Port may, without cause, order the Contractor in writing to suspend, delay or interrupt Work in whole or in part for such period of time as the Port may determine. An adjustment shall be made for increases in cost of performance of the Contract Documents caused by any such suspension, delay or interruption, calculated using the measures set forth in Specification Section 01250. No adjustment shall be made to extent: (a) that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or (b) that an equitable adjustment is made or denied under another provision of the Contract Documents; or (c) that the suspension of work was the direct or indirect result of the Contractor's failure to perform any of its obligations hereunder. Adjustments made in cost of performance may have a mutually agreed fixed or percentage fee; if the parties cannot agree, the Contractor may file a claim under Section 12 herein.

13.7 TERMINATION OF CONTRACT FOR CAUSE

13.7.1 The Contractor shall be in default of the Contract Documents and the Port may terminate the Contractor's right to proceed under the Contract Documents, for cause:

- (a) Should the Contractor make an assignment for the benefit of creditors, admit in writing its inability to pay its debts as they become due, file a voluntary petition in bankruptcy, be adjudged a bankrupt or insolvent, be the subject of an involuntary petition in bankruptcy which is not dismissed within 60 days; file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, filing any answer admitting or not contesting the material allegations of a petition filed against the Contractor in any such proceeding, or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of the Contractor or of all or any substantial part of its properties or if the Contractor, its directors or shareholders, take action to dissolve or liquidate the Contractor; or
- (b) Should the Contractor commit a material breach of the Contract Documents and not cure such breach within ten (10) calendar days of the date of notice from the Port to the Contractor demanding such cure; or, if such breach is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for the Contractor to avail itself of a time period in excess of 10 calendar days, the Contractor must provide the Port within the 10 day period with a written plan acceptable to the Port to cure said breach, and then diligently commence and continue such cure according to the written plan); or
- (c) Should the Contractor violate or allow (by a Subcontractor or other person or entity for which the Contractor is responsible) a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency applicable to the Project or Work and does not cure (or cause to be cured) such violation within ten (10) days of the date of the notice from the Port to the Contractor demanding such cure; or, if such violation is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for the Contractor to avail itself of a time period in excess of 10 calendar days, the Contractor must provide the Port within the 10 day period with a written plan to cure said violation acceptable to the Port, and then diligently commence and continue performance of such cure according to the written plan.)

13.7.2 If the Port at any time reasonably believes that the Contractor is or may be in default under the Contract Documents, as defined above, the Port may in its sole discretion notify the Contractor of this fact and request

written assurances from the Contractor of performance of the Contract Documents and a written plan from the Contractor to remedy any default under the terms of the Contract Documents which the Port may advise the Contractor of in writing. Failure of the Contractor to provide written assurances of performance as required herein within ten (10) days of demand will constitute a material breach of the Contract Documents sufficient to invoke Section 13.7.1.(b) above.

13.7.3 In event of termination for cause, the Port shall immediately serve written notice thereof upon Surety and the Contractor. Surety shall have the rights and obligations set forth in Document 00610 Construction Performance Bond ("Performance Bond"). Subject to the Surety's rights under the Performance Bond (which rights are waived upon a default thereunder), the Port may take over the Work and prosecute it to completion by contract or by any other methods it may deem advisable.

13.7.4 In the event of termination by the Port as provided in Section 13.7.1 above for cause,

(a) The Port shall compensate the Contractor for the value of the Work delivered to the Port upon termination as determined in accordance with the Contract Documents, subject to all rights of offset and backcharges, and provided that the Contractor provides the Port with updated as-builts and Project record documents showing the Work performed up to the date of termination. However, the Port shall not compensate the Contractor for its costs in terminating the Work or any cancellation charges owed to third parties;

(b) The Contractor shall deliver to the Port possession of the Work in its then condition, including but not limited to, all designs, engineering, Project records, cost data of all types, plans and specifications and contracts with vendors and subcontractors, all other documentation associated with the Project, and all construction supplies and aids dedicated solely to performing the Work which, in the normal course of construction, would be consumed or only have salvage value at the end of the construction period. The Contractor shall remain fully liable for the failure of any Work completed and materials and equipment provided through the date of such termination to comply with the provisions of the Contract Documents. The provisions of this Section shall not be interpreted to diminish any right which the Port may have to claim and recover damages for any breach of the Contract Documents or otherwise, but rather, the Contractor shall compensate the Port for all loss, cost, damage, expense, and/or liability suffered by the Port as a result of such termination and failure to comply with the Contract Documents.

13.7.5 In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and the Contractor shall have no greater

rights than it would have had following a termination for convenience. Any Contractor claim arising out of a termination for cause shall be made in accord with the provisions of the Contract Documents on claims and calculated in accordance with the provisions of the Contract Documents on Change Orders and claims. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by the Contractor.

13.7.6 Notwithstanding anything in Section 13.7 to the contrary, the Port shall have an absolute right to terminate for default immediately without notice and without an opportunity to cure should the Contractor knowingly or recklessly commit a material breach of the terms of the Contract Documents or the Law on any matter involving the exposure of persons or property to hazardous waste. However, if the breach exposing persons or property to hazardous waste is due solely to an ordinary, unintentional and non-reckless failure to exercise reasonable care, then the procedures in Section 13.7 for termination for default shall apply without modification.

13.8 TERMINATION OF CONTRACT FOR CONVENIENCE

13.8.1 The Port may terminate performance of the Work under the Contract Documents in accordance with this clause in whole, or from time to time in part, whenever the Port shall determine that termination is in the Port's best interest. Termination shall be effected by the Port delivering to the Contractor notice of termination specifying the extent to which performance of the Work under the Contract Documents is terminated, and the effective date of the termination.

13.8.2 After receiving a notice of termination under Section 13.8.1 above, and except as otherwise directed by the Port, the Contractor shall:

- (a) Stop Work under the Contract Documents on date and to extent specified in notice of termination;
- (b) Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete portion of Work under the Contract Documents which is not terminated;
- (c) Terminate all orders and subcontracts to extent that they relate to performance of Work terminated by the notice of termination;
- (d) Assign to the Port in manner, at times, and to extent directed by the Port, all right, title, and interest of the Contractor under orders and subcontracts so terminated. The Port shall have the right, in its sole discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;
- (e) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of the Port to extent the Port may require. The Port's approval or ratification shall be final for purposes of this Section;

- (f) Transfer title to the Port, and deliver in the manner, at the times, and to the extent, if any, directed by the Port, all fabricated or unfabricated parts, Work in process, completed Work, supplies, and all other material produced as part of, or acquired in connection with performance of, Work terminated by the notice of termination, and completed or partially completed plans, plans, specifications, information, and other property which, if the Project had been completed, would have been required to be furnished to the Port;
- (g) Use its best efforts to sell, in manner, at times, to extent, and at price or prices that the Port directs or authorizes, any property of types referred to in Section 13.8.2.(f) above, but the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under conditions prescribed and at price or prices approved by the Port. Proceeds of transfer or disposition shall be applied to reduce payments to be made by the Port to the Contractor under the Contract Documents or shall otherwise be credited to the price or cost of Work covered by the Contract Documents or paid in such other manner as the Port may direct;
- (h) Complete performance of the part of the Work which was not terminated by the notice of termination; and
- (i) Take such action as may be necessary, or as the Port may direct, to protect and preserve all property related to the Contract Documents which is in the Contractor's possession and in which the Port has or may acquire interest.

13.8.3 After receipt of a notice of termination, the Contractor shall submit to the Port its termination claim, in form and with all certifications required by the Contract Documents. The Contractor's termination claim shall be submitted promptly, but in no event later than 6 months from effective date of the termination. The Contractor and the Port may agree upon the whole or part of the amount or amounts to be paid to the Contractor because of a total or partial termination of Work under this Section 13.8. If the Contractor and the Port fail to agree on the whole amount to be paid to the Contractor because of the termination of the Work under this Section 13.8, the Port shall determine, based on information available to it, the amount, if any, due to the Contractor by reason of the termination and shall pay to the Contractor for Work specified in the Contract Documents which is performed before the effective date of the termination, the total (without duplication of any items) of -

- (a) The reasonable cost to the Contractor, without profit, for all Work performed prior to the effective date of the termination, including Work done to secure the Project for termination. In determining reasonable cost, deductions will be made for cost of materials to be retained by the Contractor, amounts realized by sale of

materials, and for other appropriate credits against cost of Work. Reasonable cost will include reasonable allowance for Project overhead and general administrative overhead not to exceed a total of 10 percent of direct costs of such work.

- (b) When, in the Port's opinion, the cost of any item of Work is excessively high due to costs incurred to remedy or replace defective or rejected Work, reasonable cost to be allowed will be the estimated reasonable cost of performing the Work in compliance with requirements of Contract Documents and excessive actual cost shall be disallowed.
- (c) A reasonable allowance for profit on cost of Work performed as determined under Subsection 13.8.3.a, provided that the Contractor establishes to the Port's satisfaction that the Contractor would have made a profit had the Project been completed, and provided further that the profit allowed shall not exceed 5 percent of cost.
- (d) Reasonable costs to the Contractor of handling material returned to vendors, delivered to the Port or otherwise disposed of as directed by the Port.
- (e) A reasonable allowance for the Contractor's administrative costs in preparing termination claim.
- (f) The Port shall have no obligation to pay the Contractor under this Section 13.8 unless and until the Contractor provides the Port with updated and acceptable as-builts and Project record documents for Work completed prior to termination.

In no event shall the Port be liable for costs incurred by the Contractor or subcontractors after receipt of a notice of termination. Such non-recoverable costs include, but are not limited to, anticipated profits on Work not performed as of the date of termination, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting the Contractor's Bid, attorney's fees and all other costs relating to prosecution of claim or lawsuit.

13.8.4 In arriving at the amount due the Contractor under this clause there shall be deducted:

- (a) all unliquidated advances or other payments on account previously made to the Contractor which are applicable to the terminated portion of the Contract Documents,
- (b) any claim which the Port may have against the Contractor in connection with the Contract Documents, and

- (c) the agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by the Contractor or sold under provisions of Section 13.8, and not otherwise recovered by or credited to the Port.

13.9 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

The Contractor hereby assigns to the Port each Subcontract for a portion of the Work, provided that:

- 13.9.1 The assignment is effective only after the Port's termination of the Contractor's right to proceed under the Contract Documents (or portion thereof relating to that Subcontract) pursuant to Sections 13.7 or 13.8 above;
- 13.9.2 The Assignment is effective only for the Subcontracts which the Port expressly accepts by notifying the Subcontractor in writing;
- 13.9.3 The assignment is subject to the prior rights, if any, of the Surety, obligated by the Performance Bond provided under the Contract Documents, where the Surety exercises its rights to complete the Contract;
- 13.9.4 After the effectiveness of an assignment, the Contractor shall, at its sole cost and expense (except as otherwise provides in Sections 13.7 or 13.8 above), sign all instruments and take all actions reasonably requested by the Port to evidence and confirm the effectiveness of the assignment in the Port; and
- 13.9.5 Nothing in this Section 13.9 shall modify or limit any of the Contractor's obligations to the Port arising from acts or omissions occurring before the effectiveness of any Subcontract assignment, including but not limited to all defense, indemnity and hold harmless obligations arising from or related to the assigned Subcontract.

13.10 REMEDIES

Subject to the Contract Documents provisions regarding the Contractor claims, claim review, and claim resolution, and subject to the limitations therein, the exclusive jurisdiction and venue for resolving all claims, counter-claims, disputes and other matters in question between the Port and the Contractor arising out of or relating to the Contract Documents, any breach thereof or the Project shall be the applicable court of competent jurisdiction located in the State of California, County of Alameda. All Port remedies provided in the Contract Documents shall be taken and construed as cumulative and not exclusive; that is, in addition to each and every other remedy herein provided; and in all instances the Port shall have any and all other equitable and legal rights and remedies which it would have according to law.

13.11 PATENTS

Fees or claims for any patented invention, article or arrangement that may be used upon or in any manner connected with performance of the Work or any part thereof shall have been included in the Bid price for doing the Work. The Contractor shall defend, indemnify and hold harmless the Port, City, and each of their officers, employees, consultants and agents, including, but not limited to, the Board, the Port and each Port representative, from all damages, claims for damages, costs or expenses in law or equity, including attorney's fees, arising from or relating to any claim that any article supplied or to be supplied under the Contract Documents infringes on the patent rights, copyright, trade name, trademark, service mark, trade secret or other intellectual property right of any person or persons or that the person or entity supplying the article does not have a lawful right to sell the same. Such costs or expenses for which the Contractor agrees to indemnify and hold harmless the above indemnities include but are not limited to any and all license fees, whether such fees are agreed by any indemnitee or ordered by a court or administrative body of any competent jurisdiction.

13.12 SUBSTITUTION FOR PATENTED AND SPECIFIED ARTICLES

Except as noted specifically in the Contract Documents, whenever in the Contract Documents a material or process is designated by patent or proprietary name or by name of manufacturer, such designation shall be deemed to be used for purpose of facilitating description of material and process desired and shall be deemed to be followed by the words "or equivalent." The Contractor may offer any substitute material or process which the Contractor considers equal in every respect to that so designated, and if the material or process offered by the Contractor is, in the Port's opinion, equal in every respect to that so designated, its use will be approved. The Contractor shall submit to the Port a separate request for substitution pursuant to Specification Section 01620 Product Options and Substitutions.

13.13 INTEREST OF PUBLIC OFFICERS

No representative, officer, or employee of the Port, no member of the governing body of the locality in which the Project is situated, no member of the locality in which the Port is located, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project, during the tenure of the official or for one year thereafter, shall, as principal, agent, attorney or otherwise, be directly or indirectly interested, in the Contract Documents or the proceeds thereof.

To the greatest extent permitted by law, neither Contractor nor any subconsultant or subcontractor performing work under this contract shall employ, hire, engage or otherwise contract with any employee of Port or a Port consultant during the period of performance of the Contract Documents and for a period of two years following the completion of the Program. Contractor acknowledges with monetary damages. This provision shall be specifically enforceable.

13.14 LIMIT OF LIABILITY

PORT, CITY, AND EACH OF THEIR OFFICERS, BOARD MEMBERS, EMPLOYEES, CONSULTANTS AND AGENTS, AND EACH PORT REPRESENTATIVE SHALL HAVE NO LIABILITY TO THE CONTRACTOR FOR SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, EXCEPT TO THE LIMITED EXTENT THAT THESE CONTRACT DOCUMENTS OR APPLICABLE PUBLIC CONTRACTING STATUTES MAY SPECIFY THEIR RECOVERY.

13.15 SEVERABILITY

Any provisions or portions thereof of the Contract Documents which are prohibited by, unlawful, or unenforceable under any applicable law of any jurisdiction shall as to such jurisdiction be ineffective without affecting other provisions or portions thereof in the Contract Documents. If the provisions of such applicable law may be waived, they are hereby waived to the end that the Contract Documents may be deemed to the greatest extent possible to be a valid and binding agreement enforceable in accordance with its terms. If any provisions or portion thereof of the Contract Documents are prohibited by, unlawful, or unenforceable under any applicable law and are therefore stricken or deemed waived, the remainder of the provisions and the Contract Documents shall be interpreted to achieve the goals or intent of the stricken or waived provisions or portions thereof to the extent such interpretation is consistent with applicable law.

13.16 RELEASE OF HAZARDOUS MATERIALS

The Contractor shall bear full responsibility for any release of hazardous or nonhazardous chemicals or substances unless the release directly results from work directed by the Port. The Contractor must immediately report any such release to the Port. The Contractor will be solely responsible for all claims and expenses associated with the response to, removal and remediation of the release, including, without limit, payment of any fines or penalties levied against the Port by any agency as a result of such release and shall hold harmless, indemnify and defend the Port from any claims arising from such release. For purposes of this section only, the term "claims" shall include (1) all notices, orders, directives, administrative or judicial proceedings, fines, penalties, fees or charges imposed by any governmental agency with jurisdiction, and (2) any claim, cause of action, or administrative or judicial proceeding brought against the Port, its directors, or employees, or for any loss, cost (including reasonable attorney's fees), damage or liability, sustained or suffered by any person or entity, including the Port.

If, in the performance of the work outlined in the Contract Documents, the Contractor brings upon the Port property any hazardous materials or hazardous wastes, those materials/wastes must be properly disposed of according to federal, state and local laws, at the expense of the Contractor. The Contractor must dispose of the wastes under its own EPA Generator Number. In no event will the Port be identified as the generator. The Contractor must notify the Port of any such hazardous wastes and the Port reserves the right to a copy of the results of any tests conducted on the wastes and, at its cost, to perform

additional tests or examine those wastes, prior to its disposition. The Contractor shall hold harmless, indemnify and defend the Port from any claims arising from the disposal of the hazardous wastes, regardless of the absence of negligence or other malfeasance by the Contractor.

If Toxic Materials are detected within any excavations by the Contractor, or during soil testing being done by the Port, the Port will obtain all necessary permits and approvals for the removal, transport and lawful disposal of these materials. The Contractor must notify the Port of any material which the Contractor believes may contain Toxic Materials. The Port will notify the appropriate regulatory agencies, if necessary.

The Contractor shall consider itself bound by the conditions of all required permits, including permits and manifests obtained for the removal, transport and disposal of Toxic Materials.

13.17 COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or agency has been employed or retained to solicit or obtain the Contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Port, at its option, may annul the Contract or deduct from the Contract Sum or otherwise recover from the Contractor the full amount of the contingent fee.

"Bona fide agency" as used in this section means an established commercial or selling agency, maintained by the Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain any Port contract or contracts through improper influence.

14. MODIFICATIONS OF CONTRACT DOCUMENTS

14.1 ALTERATIONS, MODIFICATIONS AND FORCE ACCOUNT WORK

14.1.1 No modification or deviation from the Contract Documents will be permitted except by written Change Order or written Field Change, collectively referred to as a "Contract Modification."

14.1.2 The Port may, without notice to the sureties, make alterations, deviations, additions to, or deletions from the Contract Documents; increase or decrease the quantity of any item or portion of the Work of Contract Times; delete any item or portion of the work; and require extra work. The Contractor shall perform such work under applicable provisions of the Contract Documents, unless specifically provided otherwise at the time the change is ordered. In the case of any ordered extra work, the Port reserves the right to furnish all or portions of associated labor, material, and equipment, which the Contractor shall accept and use without payment for costs, markup, profit, or otherwise for such Port-furnished labor, materials, and equipment.

- 14.1.3 Changes affecting time or price of the Work shall be set forth in a written Change Order that shall specify: (1) the work performed in connection with the change to be made; (2) the amount of the adjustment of the Contract Sum, if any, and the basis for compensation for the work ordered; and (3) the extent of the adjustment in the Contract time, if any. A Change Order will not become effective until signed by the Chief Engineer.
- 14.1.4 Changes not affecting the time or price of the Work, in the Port's discretion, may be set forth in a written Field Change executed by the Port. Execution of a Field Change constitutes the Contractor's agreement to make the specified change without change to the Contract Sum or the Contract Times.
- 14.1.5 No changes or deviations from the Contract Documents affecting time or price of the Work will be made without the authority of an approved Change Order, except in cases of emergency discussed herein.
- 14.1.6 All Change Orders shall be diligently carried out by the Contractor in accordance with the Contract Documents. If changes ordered in time, design, workmanship or materials are of such a nature as to increase or decrease the cost of any part of the Work, the price fixed in the Contract Documents shall be increased or decreased by the amount that the Contractor and the Port may agree upon as a reasonable and proper allowance for the cost increase or decrease. If an agreement cannot be reached, then the Port shall reach a determination, which shall be final, subject to the Contractor's rights under Section 12 herein. In all cases the Contractor shall perform the changed work as directed by the Port subject to the Contractor's rights under Section 12 herein.
- 14.1.7 The Contractor shall, upon the Port's request, permit inspection of the original unaltered Project Bid estimate, subcontract agreements, purchase orders relating to the change, and documents substantiating all costs associated with the cost proposal.
- 14.1.8 Changes in the Work made pursuant to this Section and extensions of Contract Time necessary by reason thereof shall not in any way release the guarantees/warranties given by the Contractor pursuant to provisions of the Contract Documents, nor shall such changes in the Work relieve or release the Sureties of bonds executed pursuant to said provisions. The Sureties, in executing such bonds, shall be deemed to have expressly agreed to any such change in the Work and to any extension of time made by reason thereof.
- 14.1.9 Procedures for Modifications of the Contract Documents and for calculating the cost of extra work are given in Specification Section 01250. Contractor may not seek delay compensation using "Eichleay" formula; if the Contractor requests compensation for delay to the construction, then the Contractor must show and document actual costs plus markup per the cost categories and procedures in Specification Section 01250 in order to request, claim or prove compensation for delay.

14.2 CONTRACT MODIFICATIONS

The Contract Documents and any Contract Modifications shall represent the entire and integrated agreement between the Port and the Contractor regarding the subject matters hereof and thereof and shall constitute the exclusive statement of the terms of the parties' agreement. The Contract Documents and any Contract Modifications shall supersede any and all prior negotiations, representations or agreements, either written or oral, express or implied, that relate in any way to the subject matter of the Contract Documents or written modifications. The Port and the Contractor represent and agree that, except as otherwise expressly provided in the Contract Documents, they are entering into the Contract Documents and any subsequent written modification in sole reliance upon the information set forth or referenced in the Contract Documents or Contract Modifications and the parties are not and will not rely on any other information.

14.3 EFFECT OF WAIVERS

Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

15. TIME ALLOWANCES

15.1 TIME ALLOWANCES FOR PERFORMANCE OF THE WORK

15.1.1 When the Contract Documents have been signed by the Contractor and the Port, the Port will serve a Notice to Proceed upon the Contractor to that effect, either by depositing notice in a post office or post office box regularly maintained by United States Postal Service in a postpaid wrapper directed to the Contractor at the Contractor's legal address, or (at the Port's option) by delivery by other means at the Contractor's legal address.

15.1.2 The start date for Contract Times shall be on the date indicated in the Notice to Proceed. If no date is indicated, then the start date for Contract Times shall be the fifth (5th) calendar day from the date that the Contractor receives, by hand delivery or by facsimile transmission, the Port's written Notice to Proceed, unless the Notice to Proceed is served by mail only, in which case the start date for Contract Times shall be the tenth (10th) calendar day following the mailing date. The total number of calendar days for completion of the Work under the Contract Documents shall be as provided in Document 00520.

15.1.3 If Port permits work performed at night, the work area must be lit to the satisfaction of the Port with lighting equipment that does not interfere with aviation or other traffic safety. The Contractor must notify the Port at the

beginning of the project of the normal hours during the day that the work will be performed.

- 15.1.4 Whenever the Contractor varies the normal hours during one day that work is performed, or performs work on a legal holiday, Saturday, or Sunday, notice of the Contractor's intention to do so and written permission must be secured from the Port at least 24 hours in advance thereof. The Port may, in the event that the Contractor fails to give such notice, order the work be stopped, or reject the work performed during said times and require that such work be removed, or require the Contractor to show evidence satisfactory to the Port that such work was properly performed, or assess actual damages against the Contractor should the unauthorized work interfere with Port operations.
- 15.1.5 Extended Work Period: Upon authorization by the Port, the work period may be extended to 48 hours per calendar week encompassing 6 days of 8 hours per day.
- 15.1.6 Emergency Work Period: Emergencies may arise during the progress of the Work which may require special treatment or may make advisable extra shifts of workers to continue the Work in excess of 8 hours per day. The Contractor shall be prepared in case of emergencies to make all necessary repairs and promptly execute such work when required by the Port. Determinations made by the Port for handling emergencies shall be final and conclusive.

15.2 CHANGE OF CONTRACT TIMES

- 15.2.1 The Contract Times (or Milestones) may only be changed by Change Order or Contract Modification, and all time limits stated in the Contract Documents are of the essence of the Contract Documents. The Contract Times (or Milestones) will be adjusted in an amount equal to the time lost due to the following:
- (a) Changes in the Work ordered by the Port;
 - (b) Acts or neglect by the Port, acts or neglect of utility owners or acts or neglect of other contractors performing other work, provided that Contractor has fully and completely performed its responsibilities under the Contract Documents, including but not limited to its cooperation and coordination responsibilities required by the Contract Documents;
 - (c) Fires, floods, epidemics, abnormal weather conditions, earthquakes, terrorist attacks, civil or labor disturbances, strikes or acts of God, provided damage resulting therefrom is not the result of Contractor's failure to protect the Work as required by the Contract Documents.

Notwithstanding the foregoing, the Contract Times (or Milestones) shall not be extended unless the Contractor has actually been prevented from

completing any part of the Work within the Contract Times (or Milestones) due to delay which is (i) beyond the control of the Contractor and due to reasons for which the Contractor is not responsible (ii) a claim for delay is made as provided for herein, and (iii) Contractor submits a Time Impact Analysis as required under Specification Section 01320 that demonstrates actual delay to critical path work activities which actually delay the progress of the Work in the amount of time requested. Delays attributable to and within the control of a Subcontractor, or its subcontractors, or supplier shall be deemed to be delays within the control of the Contractor.

15.2.2 Where the Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of both the Port and the Contractor (including, but not limited to, adverse weather of all types), an extension of Contract Times (without compensation), in an amount equal to the time loss due to such delay shall be the Contractor's sole and exclusive remedy for such delay.

15.2.3 The Port shall not be liable to any Subcontractor, any supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages or extra costs of any type arising out of or resulting from (i) delays caused by or within the control of the Contractor, or (ii) delays described in Section 15.2.1 above or (iii) other contractors performing other work as contemplated by Section 6. All such claims must be asserted by Contractor and entitlement therefore shall be based upon Contractor's performance under the Contract.

15.2.4 Delays due to abnormal or adverse weather conditions will not be allowed for weather conditions which fall within the parameters listed herein. Adverse weather delays may be allowed only if the number of work days of adverse weather exceeds these parameters on a monthly basis and Contractor can prove that adverse weather actually caused delays. Contractor must give written notice of intent to claim an adverse weather day within one day of the adverse weather day occurring. Rain parameters are as follows, pro-rated in the individual month Contractor starts and finishes work:

Rain days: January, [11]; February, [10]; March, [10]; April, [6]; May [3]; June, [1]; July, [0]; August, [0]; September, [1]; October, [4]; November, [7]; December, [10].

The Engineer will make final decision on the Contractor's claims for adverse weather days. Notwithstanding the above allowances, Contractor shall at all time employ all available rain mitigation measures to enable Work to continue.

15.3 NOTICE OF DELAY

Within seven (7) calendar days of the beginning of any delay the Contractor shall notify the Port, in writing, of all anticipated delays resulting from the delay event in question.

- 15.3.1 The Contractor's notice shall set forth the impact of the delay on the critical path, the Contractor's statement of additional time requested, and a full recital of the causes of the delays relied upon, and shall be accompanied by the Contractor's written statement that the adjustment claimed is the entire adjustment to which the Contractor is entitled as a result of the occurrence of said event.
- 15.3.2 After receipt of a timely request for an extension of Contract Times, including all items required by Section 15.3.1 above, the Port will make decision thereon, and will advise the Contractor in writing. No extension of Contract Times shall be considered without required documents and justifications necessary for the Port to make the determination.
- 15.3.3 No extension of Contract Times shall be granted for delays for which the Contractor fails to give timely and complete notice as provided in this Section 15.3, and the Contractor hereby waives any and all damages for delay for which the Contractor does not give such a timely and complete notice. If the delay event arises from adverse weather, then Contractor shall not be entitled to an adjustment in the Contract Times if Contractor did not give timely notice of intent to claim a weather related delay within one day of the weather delay occurring.
- 15.3.4 If the Contractor and the Port cannot reach an agreement regarding a requested extension of Contract Times (or Milestones), then the Port's determination shall be final, subject to the Contractor's rights under Section 12 herein.

15.4 NO DAMAGES FOR CONTRACTOR CAUSED DELAY

The Contractor shall not be entitled to any time extension or compensation, including but not limited to extended field or home office overhead, field supervision, costs of capital, interest, escalation charges, acceleration costs or other impacts for any delays caused in whole or in part by the Contractor's failure to perform its obligations under the Contract Documents. The Contractor may receive time extension (without compensation) during periods of delay concurrently caused by the Contractor and the Port. The Contractor may receive time extension and be compensated for delays caused directly and solely by the Port except that the Contractor shall not be entitled to damages for delay to the Work caused by the following reasons:

- 15.4.1 The Port's right to sequence the Work in a manner which would avoid disruption to the Port's tenants and their contractors or other prime contractors and their respective subcontractors, exercised as a result of the Contractor's failure to perform its cooperation and coordination responsibilities required by the Contract Documents, the Port's enforcement of any government act or regulation, or the provisions of the Contract Documents;
- 15.4.2 For changed site conditions that are beyond the parties' contemplation, except that the Port may approve direct costs associated with unknown

conditions (but not costs or damages which are result of such delays);
and

15.4.3 Extensive requests for clarifications to the Contract Documents or modifications thereto, provided such clarifications or modifications are processed by the Port or its consultants in a reasonable time commensurate with the Contract Documents requirements.

15.5 LIQUIDATED DAMAGES

15.5.1 The Contract Documents may provide time within which Work or portions thereof shall be completed and may provide for payment of agreed liquidated damages to the Port for every calendar day thereafter during which Work shall be uncompleted.

15.5.2 Execution of the Contract Documents by the Contractor shall constitute acknowledgement by the Contractor that the Contractor understands, has ascertained and agrees that the Port will actually sustain damages in the amount fixed in the Contract Documents for each and every calendar day during which completion of Work required is delayed beyond expiration of time fixed for completion or extensions of time allowed pursuant to provisions hereof. The Contractor and the Port agree that such damages shall be presumed to be the damages actually sustained by the Port as defined below, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.

15.5.3 There shall be deducted from any money due or to become due to the Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then accrued liquidated damages.

15.5.4 Liquidated damages shall be considered not as a penalty but as agreed monetary damage sustained by the Port for increased project administration expenses, including extra inspection, construction management and architectural and engineering expenses and interest expenses related to the Project and the Contract Documents because the Contractor failed to perform and complete Work within time fixed for completion or extensions of time allowed pursuant to provisions hereof. Liquidated damages shall not be deemed to include within their scope additional damages arising from defective work, lost revenues, lost rental income, cost of completion of the Contract Documents, cost of substitute facilities, or damages suffered by others or other forms of liability claimed against the Port as a result of delay (e.g., delay or delay related claims of other contractors, subcontractors or tenants), and defense costs thereof; the Contractor shall be fully responsible for the actual amount of any such damages caused by Contractor, in addition to the liquidated damages otherwise due the Port.

15.5.5 Should the Contractor fall behind in the performance of the Work in accord with the approved Progress Schedule, the Port reserves the right to deduct liquidated damages based on its estimated period of late

completion. The Port need not wait until Final Completion to withhold liquidated damages from the Contractor's progress payments. Should money due or to become due to the Contractor be insufficient to cover aggregate liquidated damages due, then the Contractor forthwith shall pay the remainder of the assessed liquidated damages to the Port.

15.5.6 Time is of the essence.

16. WORKING CONDITIONS AND PREVAILING WAGES

16.1 USE OF SITE/SANITARY RULES

16.1.1 All portions of the Work shall be maintained at all times in neat, clean and sanitary condition. The Contractor shall furnish toilets for use of the Contractor's and Subcontractors' employees on the Site where needed, and their use shall be enforced. All toilets shall be properly secluded from public observation, and shall be located, constructed and maintained subject to the Port's approval.

16.1.2 The Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Site and land areas identified in and permitted by the Contract Documents and other land and areas permitted by applicable laws and regulations, rights of way, permits and easements or as designated by the Port, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. The Contractor shall assume full responsibility for any damage to any such land or area, any improvement located thereon, or to the owner or occupant thereof resulting from the performance of Work.

16.1.3 During the progress of the Work, the Contractor shall keep the Site and the Project free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, the Contractor shall remove all waste materials, rubbish and debris from and about the Site as well as all tools, appliances, construction equipment and machinery and surplus materials. The Contractor shall leave the premises clean and ready for occupancy by the Port at Substantial Completion of Work. The Contractor shall restore to original condition all property not designated for alteration by the Contract Documents.

16.1.4 The Contractor shall not load nor permit any part of any structure or pavement to be loaded in any manner that will endanger the structure or pavement, nor shall the Contractor subject any part of Work or adjacent property to stresses or pressures that will endanger it. The Contractor shall conduct all necessary existing conditions investigation regarding structural, mechanical, electrical or any other system existing, shall perform its work consistent with such existing conditions, and shall have full responsibility for insufficiencies or damage resulting from insufficiencies of existing systems, equipment or structures to accommodate performing the Work.

16.2 PROTECTION OF WORK, PERSONS AND PROPERTY

16.2.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with Work. The Contractor shall comply with all safety requirements specified in any safety program established by the Port in consultation with the Contractor, or required by state, federal or local laws and ordinances. The Contractor shall be responsible for all damage to Work, property or structures, and all injuries to persons, arising from the performance of the Contract. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- (a) All persons on Site, adjacent work sites, and any other person who may be affected by the Work;
- (b) All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
- (c) All work, property or structures at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities, not designated for removal, relocation or replacement in the course of construction.

In particular, but without limiting the foregoing, the Contractor shall, on a daily basis, remove or paint over all graffiti, posters, bills or other disfigurements on any and all portions of the Work, construction equipment, materials, fencing, signs and any other property related to the construction of the Work. The Contractor shall protect all existing improvements or facilities, utility facilities and adjacent property, including but not limited to, pole lines, fences, signs, survey markers and monuments, buildings and structures, conduits, pipe lines, sewer and waterlines, highway facilities, and any other improvements or facilities, under or above ground, that are within or adjacent to the work limit line. If such objects are injured or damaged by reason of the Contractor's operations, they must be replaced or restored at the Contractor's expense to a condition as good as when the Contractor entered upon the work, or as good as required by the Contract Documents if any such objects are a part of the work being performed under the Contract.

16.2.2 Where necessary, the Contractor shall furnish guards, fences, warning signs, walks and lights and take all necessary precautions to prevent damage or injury. Safety orders, rules and recommendations of Division of Industrial Safety of California, applicable to the Work shall be obeyed and enforced by the Contractor.

16.2.3 The Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of Underground Facilities and

utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.

- 16.2.4 All damage, injury or loss to any property referred to in subsections (b) or (c) of Section 16.2.1 above, caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor, supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any Work or anyone for whose acts any of them may be liable, shall be remedied by the Contractor. The Contractor's duties and responsibilities for safety and for protection of Work shall continue until such time as all the Work is completed and Final Acceptance of the Work. Neither the Port nor any of its agents assume any responsibility for collecting any indemnity (including insurance proceeds where applicable) from any person or persons causing damage to work of the Contractor. The existence of insurance coverage for any damage so incurred shall in no way limit the Contractor's liability or the Port's rights of indemnity.
- 16.2.5 The Contractor shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.
- 16.2.6 The Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with all applicable laws and regulations.
- 16.2.7 The Port may, at its option, retain such moneys due under the Contract Documents as the Port deems necessary until any and all suits or claims against the Contractor for injury to persons or property shall have been settled and the Port receives satisfactory evidence to that effect.
- 16.2.8 The Contractor shall perform safe, expeditious and orderly work in accordance with the best practices and the highest standards in the hazardous waste abatement, removal and disposal industry, the Law (as herein defined), and the Contract Documents, including, but not limited to, all responsibilities relating to the preparation and return of waste shipment records, all requirements of the Law, delivering of all requisite notices, and obtaining all necessary governmental and quasi governmental approvals

16.3 RESPONSIBILITY FOR SAFETY AND HEALTH

- 16.3.1 The Contractor shall ensure that the Contractor, Subcontractors, and their subcontractors, employees, agents and invitees while at Site comply with applicable health and safety laws, including without limitation the Occupational Safety and Health Act of 1970 and rules and regulations issued pursuant thereto, and the Port's safety regulations as amended from time to time. The Contractor shall further comply with all Port

directions regarding protective clothing, head covering, eye protection, etc.

16.3.2 The Contractor shall be fully responsible for the safety of all persons employed by the Contractor or Subcontractors and their respective agents and invitees on the Site. The Contractor shall notify the Port, in writing, of existence of hazardous conditions, property or equipment at Site which are not under the Contractor's control. However, until corrected by responsible party, the Contractor shall be fully responsible to take all necessary precautions against injury to persons or damage to the property of the Contractor, subcontractors or persons from recognized hazards.

16.3.3 The Contractor shall confine all persons under the Contractor's employ or employ of Subcontractors or any other person acting on behalf of the Contractor or Subcontractors to that portion of the Site where Work under the Contract Documents is to be performed, to routes to be designated by the Port for ingress and egress thereto and to any other areas the Port may expressly permit the Contractor to use. Within such areas, except those routes for ingress and egress over which the Contractor has no right of control, the Contractor shall provide safe means of access to all places at which persons may at any time have occasion to be present.

16.4 EMERGENCIES

In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, the Contractor, without special instruction or authorization from the Port, is obligated to act to prevent threat and damage, injury or loss, until directed otherwise by the Port. The Contractor shall give the Port prompt written notice if the Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the Port determines that a change in the Contract Documents is required because of the action taken by the Contractor in response to such an emergency, a Contract Modification, Change Order or Field Change will be issued to document the consequences of such action.

16.5 USE OF ROADWAYS AND WALKWAYS

The Contractor shall not unnecessarily interfere with use of any roadway, walkway or other facility for vehicular or pedestrian traffic. Wherever interference becomes necessary for proper and convenient performance of Work, and no satisfactory detour route exists, the Contractor shall, with advance Port concurrence and before beginning interference, provide satisfactory detour, temporary bridge, or other proper facility for traffic to pass around or over interference and shall maintain it in satisfactory condition as long as interference continues, all at the Contractor's cost unless otherwise provided in the Contract Documents. Contractor shall comply with any specific requirements in the Specifications regarding traffic management.

16.6 NONDISCRIMINATION

No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sexual preference, or gender of such persons, except as provided in section 12940 of the Government Code, and every contractor for public works violating the provisions of Section 1735 of the Labor Code is subject to all the penalties imposed for a violation of Chapter 1, Part 7, Division 2 of the Labor Code.

16.7 PREVAILING WAGES

16.7.1 Pursuant to Labor Code Sections 1770 et seq., the Contractor shall pay to persons performing labor in and about the Work provided for in the Contract Documents not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations and the Port to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

16.7.2 The Contractor shall forfeit, as a penalty to the Port, Fifty Dollars (\$50.00) for each laborer, workman, or mechanic employed in performing labor in and about the Work provided for in the Contract Documents for each calendar day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under the Contract Documents by him or her or by any subcontractor under him or her, in violation of Articles 1 and 2 of Chapter 1 of Part 7 of Division II of the California Labor Code. The sums and amounts which shall be forfeited pursuant to this Section 16.7.2 and the terms of the Labor Code shall be withheld and retained from payments due to the Contractor under the Contract Documents, pursuant to this Document 00700 General Conditions and the Labor Code, but no sum shall be so withheld, retained or forfeited except from the final payment without a full investigation by either the State Department of Industrial Relations or by the Port. The final amount of forfeiture shall be determined by the Labor Commissioner pursuant to Labor Code section 1775.

16.7.3 The Contractor shall insert in every subcontract or other arrangement which the Contractor may make for performance of work or labor on Work provided for in the Contract Documents comparable provisions to those contained in this Section 16.7, including without limitation the \$50.00 per day per person forfeiture to the Port.

16.7.4 The Contractor's attention is directed to the following provisions of Labor Code Section 1776. The Contractor will be responsible for the compliance with these provisions by its subcontractors:

- (a) Each contractor and subcontractor must keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.
- (b) The payroll records enumerated under subparagraph a. must be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
 - (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
 - (2) A certified copy of all payroll records enumerated in subparagraph a. shall be furnished to the Port and made available for inspection or furnished upon request to the Port, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.
 - (3) A certified copy of all payroll records enumerated in subparagraph a. shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the Port, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to subparagraph ii., the requesting party must, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractor and the entity through which the request was made. The public will not be given access to such records at the principal office of the Contractor.
- (c) The certified payroll records must be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division.
- (d) Each contractor must file a certified copy of the records enumerated in subdivision a. with the entity that requested such records within 10 days after receipt of a written request.
- (e) Any copy of records made available for inspection as copies and furnished upon request to the public or the Port, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social

security number. The name and address of the Contractor shall not be marked or obliterated. Any copy of records made available for inspection, or furnished to a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186 (c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

- (f) The Contractor must inform the Port of the location of records enumerated under subparagraph a, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
- (g) In the event of noncompliance with the requirements of this section 16.7, the Contractor will have ten days in which to comply subsequent to receipt of written notice specifying how to comply with this section. If noncompliance continues after such 10-day period, the Contractor will, as a penalty to the State or the Port, forfeit \$50 for each calendar day, or portion thereof, for each worker, until compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.
- (h) The penalties specified in subparagraph 7 of Labor Code Section 1776 for noncompliance with the provisions of said Section 1776 may be deducted from any monies due or which may become due to the Contractor.
- (i) The Contractor and each subcontractor must preserve their payroll records for a period of 3 years from the date of completion of the Contract.

16.8 ENVIRONMENTAL CONTROLS

16.8.1 The Contractor shall comply with all rules, regulations, ordinances and statutes which apply to any work performed pursuant to the Contract Documents, including without limitation any toxic pollution control rules, regulations, ordinances and statutes specified by law and the following matters.

16.8.2 Air Pollution Control. The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any work performed pursuant to the Contract Documents, including any air pollution control rules, regulations, ordinances and statutes specified in

Section 11017 of the Government Code. The Contractor will be responsible for assuring that in connection with performance of the Contract no Toxic Material is discharged into the air, in violation of any federal, state, city or Port law, regulation or permit, and in case of such discharge into or upon the air, that all remedial actions promptly are undertaken.

Material to be disposed of may not be burned, either inside or outside the Site. The Contractor will be responsible for taking all necessary and appropriate measures to prevent the discharge of any Toxic Material into the air.

16.8.3 Water pollution control work is intended to provide prevention, control, and abatement of water pollution to streams, waterways and other bodies of water, and will consist of constructing those facilities which may be shown on the plans, specified herein or in the Specifications, or directed by the Engineer. The Contractor will be responsible for taking all necessary and appropriate measures to prevent the discharge of any Toxic Material into the water.

16.8.4 Soil Pollution Control. The Contractor shall be responsible for assuring that in connection with performance of the Contract Documents no Toxic Material is discharged into or upon the soil, in violation of any federal, state, city or Port law, regulation or permit, and in the case of such discharge into or upon the soil, that all remedial actions promptly are undertaken. The Contractor shall be responsible for taking all necessary and appropriate measures to prevent the discharge of any Toxic Material into the soil.

16.8.5 Exposure Control. The Contractor shall be responsible for ensuring that the Contractor's employees, any subcontractors operating under the Contractor's control, and the public are protected from exposure to airborne hazards or contaminated water, soil, or other materials used during or generated by activities on the site or otherwise associated with the project. The Contractor shall be responsible for taking all necessary and appropriate measures to prevent employee, subcontractor, or public exposure to any Toxic Material.

16.9 TRENCH SAFETY PLAN

16.9.1 Pursuant to the requirements of California Labor Code Section 6705, Contractor shall, at least twenty-one (21) days in advance of excavation of any trench five feet or more in depth, submit to the Port a detailed plan showing the design of shoring, bracing, sloping and other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. Such plan shall be prepared and signed by a registered civil or structural engineer in advance of the excavation, Upon receipt of a plan submitted in accordance with the California Labor Code §6705, the Port will acknowledge and accept receipt of the plan. Nothing in this Section will be deemed to allow the use of a shoring, sloping or protective system less effective than that required

by the Construction Safety Orders of the Division of Industrial Safety. Nothing in this section will be construed to impose liability on the Port, the Architect/Engineer or any of their employees.

- 16.9.2 The Contractor shall retain the responsibility for determining where sloping, shoring and/or bracing is necessary for all excavations, whether greater or less than 5 feet in depth. In addition, the Contractor will be solely responsible for the adequacy of the design, installation and maintenance of all shoring and bracing during the course of the work. Acceptance by the Port of any plans showing the design of shoring or bracing or of any schedule for the work will not relieve the Contractor of its responsibilities under this Section or under the aforementioned Construction Safety Orders. The Contractor will be solely responsible for any damages or injuries that may result from excavating or trenching.

END OF DOCUMENT

DOCUMENT 00830

Port of Oakland Capital Improvement Project

Owner Controlled Insurance Program Project Insurance Manual

February 1, 2014



PORT OF OAKLAND

Port of Oakland OCIP Insurance Manual
02/01/2014
Alliant Version 07

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INTRODUCTION

SECTION

1

1.0 INTRODUCTION

1.1 Overview

This manual describes the Owner Controlled Insurance Program (OCIP) the Port of Oakland (Sponsor) has set up for use on many of its construction projects. Under such a program, the Sponsor purchases certain insurance policies for protection of some (but not all) of the insurable risks that exist on a construction project. The insurance purchased by the Sponsor will be endorsed to extend coverage under the policies to any enrolled Contractors, Subcontractors, or Sub-Subcontractors.

The OCIP provides the following insurance for all Contractors, regardless of tier, that are approved for participation in the OCIP:

- Commercial General/ Excess Liability
- Workers' Compensation/Employer's Liability

The following coverage is provided by the Sponsor separately from the OCIP coverage pursuant to the contracts between the Sponsor and the Contractors and the terms of the policy:

- Contractor's Pollution Legal Liability Insurance

The following additional coverages may be provided outside of the OCIP pursuant to the contracts between the Sponsor and the Contractors:

- Builders' Risk

Certain Contractors are ineligible for the OCIP. These Contractors are identified in the Definitions, Section 3.0 of this manual.

The Sponsor will pay all insurance premiums for the OCIP coverage listed above. You should notify your insurer(s) to delete from your insurance program charges and coverage for the activities of the projects that are covered under the OCIP.

Alliant, the OCIP Program Broker/Administrator, will be administering the program on behalf of the Sponsor.

Insurance coverage and limits provided under the OCIP are applicable to all projects covered by the OCIP. Your insurance representative should review this information. Any additional coverage you may wish to purchase will be at your own expense.

INTRODUCTION

The guidelines in this manual are to be used for informational purposes only. If there is any conflict between this document and any contract or subcontract, the contract or subcontract will govern. If there is any difference or inconsistency between this manual and the actual OCIP policies, the OCIP policies will control.

1.2 About this Manual

This manual is designed to identify, define, and assign responsibilities for the administration of the OCIP. The guidelines in this manual are to be used for informational purposes only.

This Manual:

- Generally describes the OCIP
- Identifies responsibilities of the various parties covered under the OCIP
- Provides a basic description of the OCIP operation and administration
- Describes audit and administration procedures for the OCIP
- Provides answers to basic questions about the OCIP

This manual will be updated periodically as and if the Sponsor determines it is necessary to do so.

This Manual does not:

- Provide coverage interpretations
- Provide complete information about coverage
- Provide answers to specific claims questions

Specific questions about the OCIP, its administration, or the coverage provided should be referred to the OCIP Administrator identified in the Project Directory section immediately following this introduction.

1.3 Responsibilities Concerning Loss Control & Claim Reporting

It is the responsibility of all Contractors of any tier to exercise every reasonable action to prevent work related injuries, property and equipment damage at the project site, as well as to minimize the exposure of risk to the public and third party property. All Contractors of any tier must conduct loss control prevention practices according to those requirements set by Federal, State and Local Laws, statutes, and specific project procedures developed for the Project.

In the event of an accident, it is the obligation of the responsible Contractor of any tier to see that injured workers or members of the public are given immediate medical treatment. Also, all appropriate medical and claim forms must be filed with the

INTRODUCTION

appropriate authorities, the Primary OCIP Carrier, Site Safety Personnel, and the OCIP Administrator.

2.0 PROJECT DIRECTORY

OCIP ADMINISTRATOR

Alliant Insurance Services
Construction Services Group
333 S. Hope Street, Suite 3750
Los Angeles, CA 90071

PROGRAM MANAGER	PROGRAM ADMINISTRATOR
<p>Josh Schultz Office: 415-403-1443 Fax: 866-867-5811 josh.schultz@alliant.com</p>	<p>Sharyn Malachi Office: 916-643-2730 Fax: 866-867-5811 smalachi@alliant.com</p>
RMIS Manager	
<p>Martin Cunningham Office: 213-443-2468 Fax: 866-867-5811 mcunningham@alliant.com</p>	

WORKERS' COMPENSATION CLAIMS REPORTING

WC DIRECT CLAIM REPORTING TO ORCPG:

Client Number: 006138 / VDN Number: 2222147
Office: 1-877-253-7786
Fax: 1-800-748-6159
tnwclaims@tnwinc.com

OCIP PORTAL – ALLIANT WRAPX

<p>OCIP Document Submission alliantwrapx@alliant.com</p>	<p>Online Enrollment, Payroll Reporting & Document Management Website: http://alliantwrapx.alliantinsurance.com/contractorportal *Contact Program Administrator for User Access</p>
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PROJECT DIRECTORY

OCIP Coverages

INSURANCE COMPANIES	POLICIES
ORCPG	Workers' Compensation
ORCPG	General Liability
TBD – Various	Excess Liability

Additional Coverage

American International Specialty Lines Insurance Co.	Contractor's Pollution Legal Liability
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PROJECT DEFINITIONS

SECTION

3

3.0 PROJECT DEFINITIONS

The following definitions apply to the Project and to the descriptions of the insurance coverage used in this manual:

Approved Off-Site Locations:

Storage yards or staging areas used solely in connection with performing Work at the Project Site. All such locations must be approved by the Sponsor and the insurers.

Certificate of Insurance:

A document providing evidence of insurance for a particular insurance policy or policies.

Contract:

A written agreement between the Sponsor and the Contractor for specific Work or between the Contractor and any Subcontractor or between a Subcontractor and any tier of Subcontractor.

Contractor Claims Obligation:

The amount Contractors of every tier are responsible for paying as their contribution for settlement of an insured loss.

Employer:

Any individual, firm, or corporation that provides direct construction labor for Work performed at the Project Site.

Enrolled Contractor:

Those eligible Contractors, Subcontractors, and Sub-Subcontractors that have submitted all necessary enrollment forms and have been accepted into the OCIP as evidenced by a Certificate of Insurance. *Also described in this manual as a **Participating Contractor**.*

Ineligible Contractor:

Contractors of any tier excluded from participation in the OCIP include those involved in loading, transporting, and unloading materials, personnel, parts, or equipment, or any other items to, from or within the Project Site, those that do not perform any actual labor on the Project Site, environmental, hazardous or regulated materials contractors, divers, certain demolition contractors and others described in Section 5.2. *Also described in this manual as an **Excluded Contractor**.*

PROJECT DEFINITIONS

Insured:

The Sponsor, Participating Contractors, and any other party so named in the OCIP insurance policies.

Insurer:

The insurance company named on a policy or Certificate of Insurance that provides coverage for the OCIP.

Project:

The Project described in the Contract on which the Work is performed.

Project Site:

Project Site shall mean those areas designated in writing by the Sponsor for performance of the Work and such additional areas as may be designated in writing by the Sponsor for Contractors to use in performance of the Work. Subject to notification and other requirements for off-site locations, the term Project Site shall also include (a) field office sites, (b) property used for bonded storage of material for the Project approved by Sponsor, (c) staging areas dedicated to the Project, and (d) areas where activities incidental to the Project are being performed by Contractors covered by the workers' compensation policy included in the OCIP, but excluding any permanent locations of Contractors.

Sponsor:

Port of Oakland

Work:

Operations as fully described in the Contract, performed at, or emanating directly from, the Project Site. Also, the entire completed construction or the various separately identifiable parts required to be furnished under the Contract.

CONTRACTOR OCIP RESPONSIBILITIES

SECTION

4

4.0 CONTRACTOR RESPONSIBILITIES

Contractors of any tier are required to cooperate fully with the Sponsor and its OCIP Administrator in all aspects of OCIP operation and administration. All Contractors of any tier will be required to provide information necessary to bind coverage under the OCIP on a “per contract” basis. Responsibilities of the Contractor include:

- Excluding the cost of insurance provided by the OCIP from their bid
- Submission of all OCIP enrollment information online
- Including the OCIP provisions in all subcontracts as appropriate
- Notifying the OCIP Administrator of all lower tier subcontracts awarded by providing the Notice of Contract Award Form (Form F) and ensuring that eligible lower tier Subcontractors enroll in the OCIP
- Providing a copy of the OCIP manual to all of your Subcontractors
- Maintaining and reporting monthly payroll records
- Cooperating with the OCIP Administrator’s requests for information
- Complying with insurance, claim, and safety procedures
- Paying Contractor Claims Obligation promptly as required
- Notifying the OCIP Administrator immediately of any insurance cancellation or non-renewal (contractor-required insurance)

4.1 Alliant WrapX

Alliant WrapX (WrapX) is a proprietary Risk Management Information System (RMIS). All relevant OCIP information will be captured and stored online in a “paperless” format through WrapX. Information to be stored includes award notifications, enrollment information, OCIP payroll, and notice of work completions for all Contractors on a per contract basis. Alliant Insurance will provide all OCIP eligible Contractors a project welcome letter detailing instructions for utilizing the WrapX contractor portal upon receipt of a Notice of Award for the awarded Contractor.

Submission of all OCIP related documents should be sent by e-mail to:
alliantwrapx@alliant.com

If you have any questions or require additional information about this process or other matters related to the OCIP, please contact your OCIP Administrator identified in Section 2: Project Directory of this OCIP Manual.

CONTRACTOR OCIP RESPONSIBILITIES

4.2 Contractor Bids

Sponsor provides insurance for all Enrolled Contractors under the OCIP for Work performed at the Project Site. Each bidder is required to **exclude from the bid/contract price** its normal cost for the insurance coverages provided by the OCIP.

4.3 Enrollment

Enrollment into the OCIP is required but not automatic. Eligible Contractors must complete the enrollment form online (see instructions in Section 8), and participate in the enrollment process for the OCIP coverage to apply. Access to the Project Site will not be permitted until the enrollment is complete.

Each Contractor of any tier shall provide details about its lower tier Subcontractors via the Notice of Contract Award Form F (contained in Section 8). This form must be completed and submitted to the OCIP Administrator prior to mobilization. Each Contractor is responsible to complete their enrollment online to obtain coverage under the OCIP.

A separate online Enrollment and Contractor's Insurance Cost Work Sheet is required for each Contract under which you are performing Work; however, only one Workers' Compensation policy will be issued for your firm.

4.4 Assignment of Return Premiums

The Sponsor will pay the cost of the OCIP insurance coverage. The Sponsor will be the sole recipient of any returned OCIP premiums or dividends. All Participating Contractors shall assign to Sponsor all adjustments, refunds, premium discounts, dividends, credits, or any other monies due from the OCIP insurers.

4.5 Payroll Reports

Each Participating Contractor must submit a Monthly Payroll Report online identifying man-hours and payroll for all Work performed at the Project Site on a "per contract" basis to the OCIP Administrator. This information will be used to provide the insurance company with the information required to determine the premium for the OCIP.

The monthly man-hour reports must certify all Work performed at or emanating directly from the Project Site, including supervisory and clerical personnel on site.

Payroll must be unburdened and allocated by Workers' Compensation Classification(s), and must exclude the excess or premium paid for overtime (i.e., only the straight time

CONTRACTOR OCIP RESPONSIBILITIES

rate applies to overtime hours worked). Furthermore, such records shall limit the payroll for owners and executive officers as stated in manual rules.

A Separate Monthly Payroll is required for each Contract for Work you are performing.

4.6 Insurance Company Payroll Audit

Each Participating Contractor is required to maintain payroll records for the Project Site in accordance with the Basic Manual of Rules, Classifications, and Experience Rating Plan for Workers' Compensation and Employers Liability Insurance. Each Participating Contractor is required to participate in any audit conducted by the insurers for the OCIP, and to cooperate with the auditor(s) conducting such audit.

4.7 Completion of Work

When a Participating Contractor has completed its Work, each Participating Contractor must complete a Notice of Work Completion online and submit it to the OCIP Administrator. The Sponsor will not release final payment until all required data has been submitted to and approved by the OCIP Administrator. It is the upper-tier Contractor's responsibility to assure that each of their lower-tier Subcontractors completes this form. This form must be completed separately for each Contract.

Any Contractor Claims Obligation for which Contractors at any tier are responsible will be considered at the time of the Contract close-out unless the actual cost of the claim has been established and considered prior to close-out.

4.8 Approved Off-Site Locations

The Contractor is responsible, on behalf of itself or its lower tier Contractors, for applying for approval to have off-site locations covered by the OCIP. The Contractor, prior to the use of the off-site location, shall notify the OCIP Administrator of the need and shall request approval of the off-site location. The request should include the off-site location address, description of the off-site location, intended use, and the duration of the Work to be performed at the off-site location. The off-site location must be dedicated 100 % to the Project. The OCIP Administrator will notify the Contractor if and when the off-site location is approved by the OCIP Insurer. Contractor should not assume OCIP coverage is provided for the off-site location until it has received confirmation from the OCIP Administrator.

CONTRACTOR OCIP RESPONSIBILITIES

4.9 Safety

Contractors of any tier are required to establish a written safety program and to provide a full-time qualified Safety Manager or designated competent safety representative who shall be onsite when any Work is in progress. Non-compliance with Project Loss Control Requirements may be considered to be the same as non-compliance with other Contract requirements. Minimum standards for Contractor safety programs are outlined in the Project Safety Manual.

The Sponsor or its loss control representatives will have the right to stop work when serious defective conditions, unsafe work activities, or life threatening hazards are identified. In accordance with Contract requirements, if deemed necessary, the Sponsor may remove any Contractor and/or Contractor employees that violate these requirements. The Sponsor, at its discretion, may designate an individual to act on its behalf in all matters relating to work site safety and health.

4.10 Claims Reporting

Please refer to Section 7 of this Manual.

4.11 Change Order Procedures

All change orders submitted by any Contractor of any tier will be priced to **exclude** their normal cost of insurance for the coverage(s) that are provided by the OCIP. The final adjustment of Contract close-out will take into account all insurance charges associated with any approved change orders. The Sponsor reserves the right to adjust the initial insurance deductive change order for any significant change orders.

4.12 Implementing the Medical Provider Network (MPN)

Contractors of any tier enrolled in the OCIP **must** notify all eligible California employees of their participation in the Medical Provider Network (MPN) within **15 days** of enrollment. An MPN is a group of healthcare providers (physicians and other medical providers) used to treat workers injured on the job. Explanation of the MPN along with related required notices and forms are included in the Appendix of this manual.

OCIP INSURANCE COVERAGE

SECTION

5

5.0 INSURANCE COVERAGE

5.1 Covered Parties

Contractors of any tier must enroll in the OCIP before coverage is available to them under the OCIP. Therefore, no Contractor of any tier may begin work on the Project Site until it has properly enrolled in the OCIP. All insurance, underwriting, payroll, rating and loss history information (including evidence of other insurance required under Section 5 requested by the OCIP Administrator) must be provided to the OCIP Administrator by Contractor of any tier within five (5) working days of request. A Contractor of any tier shall not be deemed to be a Participating Contractor and shall not be permitted to work on the Project until enrolled in the OCIP by the OCIP Administrator. Enrollment will be established only upon issuance by the OCIP Administrator of an OCIP Certificate of Insurance to the Participating Contractor. Every Participating Contractor must, at all times during and after the Project, cooperate with the Sponsor, the OCIP Administrator, and the OCIP insurers and adjusters concerning matters relating to the OCIP.

5.2 Parties Not Covered

Ineligible Contractors include, (a) vendors, suppliers, fabricators, material dealers, equipment rental companies truckers, haulers, drivers and others who primarily transport, pickup, deliver, or carry materials, personnel, waste, parts or equipment or any other items or persons to or from the Project Site, architects, engineers (unless they are an employee of an otherwise enrolled and covered scope), consultants and other professional services firms, testing and balancing firms, surveyors (unless they are an employee of an otherwise enrolled and covered scope), employee leasing firms, (b) Contractors and each of their respective Subcontractors who do not perform any actual labor on the Project Site, (c) environmental, hazardous, abatement or regulated materials Contractors, (d) Contractors who perform marine diving activities, (e) demolition Contractors utilizing blasting, explosives or wrecking balls (f) Contractors and Subcontractors who have a workers' compensation experience modification in excess of 150% (Contractors and Subcontractors with experience modifications of 125% to 150% will be subject to additional safety requirements as described in the Contract), and (g) sole proprietor Contractors without workers' compensation insurance, who do not provide evidence of medical insurance to the OCIP Administrator. Ineligible Contractors are not permitted to Work on the Project until they have provided to the Sponsor evidence of their compliance with the insurance requirements as outlined in the Contract.

OCIP INSURANCE COVERAGE

5.3 Exclusion of Contractors from the OCIP

The Sponsor has the exclusive right to exclude other Contractors of any tier from participating in the OCIP. Such Ineligible Contractors must comply with the insurance requirements as outlined in the Contract.

5.4 Evidence of OCIP Coverage

Each Participating Contractor will be issued an individual Workers' Compensation policy including Employer's Liability coverage. The OCIP Administrator will also provide a Certificate of Insurance evidencing General Liability, Excess Liability and Contractor's Pollution Legal Liability insurance to each Participating Contractor, each of whom will be an Insured on the policies. Other documentation including forms, and posting notices, if any, will be furnished to each Participating Contractor. A complete copy of the OCIP policies will be furnished to an authorized representative of each Participating Contractor upon written request.

5.5 Description of Insurance Coverages

The following coverage is provided by the OCIP:

- Workers' Compensation and Employer's Liability
- Commercial General/ Excess Liability

The following coverage is provided by the Sponsor separately from the OCIP coverage pursuant to the contracts between the Sponsor and the Contractors and the terms of the policy:

- Contractor's Pollution Legal Liability Insurance

The following additional coverages may be provided outside of the OCIP pursuant to the contracts between the Sponsor and Contractor:

- Builders' Risk

Non-Workers' Compensation Insurance Policies: Master policies will be endorsed to include the Sponsor and any of their affiliates, or subsidiary companies or corporations, as well as the Enrolled Contractors as Insureds.

The following coverage summaries are provided for informational purposes only. The actual terms and conditions of the coverage provided are contained in the insurance policies under the OCIP, and Sponsor and others shall not rely upon this summary in lieu of the policies themselves. Copies of the policies will be made available to all potential Participating Contractors upon written request.

OCIP INSURANCE COVERAGE

5.5.1 Workers' Compensation and Employer's Liability Insurance

Workers' Compensation and Employer's Liability

Part One: Workers' Compensation Statutory Limit

Part Two: Employer's Liability Annual Limits Per Insured

Bodily Injury by Accident, each accident	\$1,000,000
Bodily Injury, each employee	\$1,000,000
Bodily Injury by Disease, policy limit	\$1,000,000

Each Enrolled Contractor will be issued a separate workers' compensation policy

5.5.2 Commercial General Liability Insurance

	Limits of Liability Shared by All Insureds for All Projects
General Aggregate (Reinstates Annually)	\$ 4,000,000
Products/ Completed Operations Aggregate	\$ 4,000,000
Personal/ Advertising Injury	\$ 2,000,000
Each Occurrence Limit	\$ 2,000,000
Fire Damage Legal Liability (any one fire)	\$ 100,000
Products/Completed Operations Tail	10 years/Statute of Limitation
Deductible	Paid for by Sponsor

The deductible will apply only to loss covered by insurance policies in the OCIP. The deductible does not impose upon the Sponsor any duties of an insurer toward Participating Contractor.

A single General Liability policy will be issued covering all Insureds.

Contractor is responsible for a Contractor Claims Obligation for losses attributable to Contractors as described in the Contract.

5.5.3 Excess Liability Insurance

	Limits of Liability Shared by All Insureds for All Projects
Combined Single Limit Each Occurrence	\$ 300,000,000
Project Term Aggregate	\$ 300,000,000
Completed Operations Term Aggregate	\$ 300,000,000

5.5.4 Contractor's Pollution Legal Liability Insurance

The following additional coverage is provided outside of the OCIP pursuant to the contracts between the Sponsor and Contractors and the terms of the policy:

Policy Limits:	\$ 20,000,000 Per Occurrence \$ 20,000,000 Policy Term Aggregate
Policy Form:	Contractor's Pollution Legal Liability Occurrence
Deductible	Paid for by Sponsor
<i>Contractor is responsible for a Contractor Claims Obligation for losses attributable to Contractors as described in the Contract.</i>	

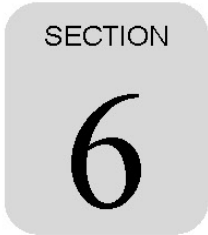
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OCIP INSURANCE COVERAGE

5.6 OCIP Termination or Modification

The Sponsor reserves the right to terminate or modify the OCIP or any portion thereof. If the Sponsor exercises this right, Contractors will be provided notice as required by the terms of their individual Contracts. At its option, Sponsor may procure alternate coverage or may require the Contractors to procure and maintain alternate insurance coverage as provided in the Contract.

CONTRACTOR REQUIRED COVERAGE



6.0 CONTRACTOR REQUIRED COVERAGE

Contractors of any tier are required to maintain insurance coverage that protects the Sponsor from liabilities arising from the Contractor of any tier's operations performed away from the Project Site, for types of coverage not provided by the OCIP, and for operations performed in connection with Excluded Contractors operating under your control or direction.

Verification of insurance shall be submitted in the form of a Certificate of Insurance on a standard ACORD Form 25 (and ACORD 27 for Builders Risk as applicable) and the required and applicable endorsements to the listed policies. A sample of acceptable Certificates of Insurance and other documentation is provided for your review in the Appendix.

Contractors are responsible for monitoring their lower tier Subcontractors' insurance documents, whether enrolled or excluded. The Sponsor reserves the right to disapprove the use of Contractors of any tier unable to meet the insurance requirements. Certificates of Insurance evidencing compliance must be submitted to the Sponsor.

The limits of liability shown for the insurance required of the Contractors are minimum limits only and are not intended to restrict the liability imposed on the Contractors for Work performed under their Contract.

Contractors of any tier agree to obtain and maintain during the life of their Contract the following minimum insurance requirements. Contractors of any tier shall pay the premiums required for such insurance.

6.1 Workers' Compensation and Employer's Liability

All Participating Contractors must maintain at their own expense Workers' Compensation Insurance applicable to all employees and subcontractors hired by the insured who are not covered under the OCIP Workers' Compensation policy, including as applicable USL&M, Jones Act and Marine Employer's Liability Coverage. The insurance shall provide limits as follows:

Workers' Compensation and Employer's Liability

Part One:	Workers' Compensation	Statutory Limit
Part Two:	Employer's Liability	Annual Limits Per Insured
	Bodily Injury by Accident, each accident	\$1,000,000

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CONTRACTOR REQUIRED COVERAGE

Bodily Injury, each employee	\$1,000,000
Bodily Injury by Disease, policy limit	\$1,000,000

Enrolled Contractors shall provide evidence of workers' compensation insurance applicable to "on-site" and "off-site" activities. Excluded Contractors shall provide evidence of workers compensation insurance applicable to "on-site" and "off-site" activities.

A Certificate of Insurance evidencing this coverage shall be provided to the Sponsor.

6.2 General Liability

This insurance shall include coverage for bodily injury, property damage, and personal injury with no less than the following limits:

General Liability and/or Excess Liability

	Enrolled Parties	Excluded Parties
General Aggregate	\$ 2,000,000	\$ 1,000,000
Products/ Completed Operations Aggregate	\$ 2,000,000	\$ 1,000,000
Personal/ Advertising Injury	\$ 1,000,000	\$ 1,000,000
Each Occurrence Limit	\$ 1,000,000	\$ 1,000,000

Enrolled Contractors shall provide evidence of general liability insurance for "off-site" activities. Excluded Contractors shall provide evidence of general liability insurance applicable to "on-site" and "off-site" activities.

A Certificate of Insurance evidencing this coverage shall be provided to the Sponsor. This insurance shall name "The City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, the Port of Oakland and its Commissioners, officers, agents and employees" as additional insureds and evidence of such status via additional insured endorsement(s) shall be provided to Sponsor.

6.3 Builders' Risk

The Sponsor retains the right at its sole discretion to provide Builders' Risk insurance. Unless notified by the Sponsor in writing that the Sponsor has elected to so provide, the Contractor must maintain or cause to be maintained Builders' Risk insurance. The Builders' Risk insurance must remain in full force and effect during all periods of construction of the Work, and until final acceptance of the Work, on a form approved by the Sponsor, and provide that Contractor, all construction managers, consultants, architects, engineer and Subcontractors providing labor or services in connection with the Work, and any additional parties specified by the Sponsor, are insureds thereunder.

The Sponsor shall be designated under such insurance as both a named insured and a loss payee. The Builders' Risk insurance shall provide coverage equal to 100% of the replacement cost value of any existing structures, and the completed value of the Work for 100% of the full Contract Sum, including any increases in such Contract Sum

CONTRACTOR REQUIRED COVERAGE

pursuant to any change orders. Such insurance shall provide coverage against loss or damage caused by "all risk" or "special form" perils including coverage for water damage and terrorism, shall include installation floater coverage for the installation of equipment, and include coverage for property in transit. The insurance must extend to cover all materials, supplies and equipment intended for installation at the Project Site, in transit, and while located away from the Project Site for the purpose of repair, adjustment or storage at the risk of any insured and extend to cover any and all testing of equipment or systems.

Such insurance shall provide for a deductible not to exceed \$100,000 per occurrence and provide sublimits of at least 100% of the replacement cost value of property to be incorporated into the Project while in transit or away from the Project Site. Partial occupancy or use of the Project shall not commence until all insurers providing property insurance have consented to such partial occupancy or use by endorsement or otherwise.

The Sponsor shall not be responsible for loss or damage to, or obtaining and/or maintaining in force insurance on temporary structures, construction equipment, tool or personal effects, owned or rented to or in the care, custody, and control of a Contractor of any tier.

6.4 Commercial Automobile Liability

Contractors of every tier will maintain at their own expense Commercial Automobile Liability Insurance covering the operations, maintenance, use and loading and unloading of all owned, non-owned, and hired vehicles. As such, all Contractors of any tier shall furnish to the Sponsor a Certificate of Insurance showing such coverage with the following minimum limits of liability. This insurance shall be endorsed to name The City of Oakland, a municipal corporation acting by and through its Board of Commissioners, the Port of Oakland and its Commissioners, officers, agents and employees as additional insureds and evidenced of such status via additional insured endorsement(s) shall be provided to Sponsor:

Business Auto Liability

Combined Single Limit: Bodily Injury and/or Property Damage each accident	\$1,000,000
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Combined Single Limit: Bodily Injury and/or Property Damage for operations performed on the Area of Operations of the South Field of the Oakland International Airport	\$5,000,000
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CONTRACTOR REQUIRED COVERAGE

All Contractors shall provide evidence of automobile liability insurance. The OCIP does not cover automobile liability.

6.5 Construction Equipment Insurance

Any policies maintained by the Participating Contractors on their owned and/or rented personal property, equipment and materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the Sponsor and all other indemnities named in their Contract documents. **The OCIP does not cover Contractor's property.**

6.6 Aviation Insurance

In the event any fixed or rotary aircraft are used in connection with the Work, a minimum of one million dollars (\$1,000,000) combined single limit per accident for aircraft of four (4) seats or less, and five million dollars (\$5,000,000) combined single limit per accident for aircraft of five (5) seats or more of aviation liability insurance must be maintained with the following requirements:

- a) "The City of Oakland, a municipal corporation acting by and through its Board of Commissioners, the Port of Oakland and its Commissioners, officers, agents and employees" must be named as an additional insured.
- b) Also, if any aircraft is to be used to perform lifts at the Project Site, a "slung cargo" endorsement must be included to cover the full replacement value of any equipment or material being lifted. All such lifts must be coordinated with the Port of Oakland for approval prior to lift execution.

The OCIP does not provide Aviation insurance.

6.7 Environmental and Abatement Coverage

If the Work involves hazardous or regulated material abatement, the removal of asbestos, the removal/replacement of underground tanks, or use of toxic chemicals and substances, the Contractor will subcontract out such work and the subcontractor will not be enrolled in OCIP. The subcontractors will be required to provide coverage no less than the following limits, for such exposures subject to the requirements and approval of the Sponsor:

Contractor's Pollution Legal Liability

Each Claim/Per Occurrence	\$ 5,000,000
Aggregate	\$ 5,000,000

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CONTRACTOR REQUIRED COVERAGE

Deductible	Not more than \$100,000 per occurrence
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6.8 Marine Liability/Protection and Indemnity (to include Jones Act)

With respect to any work or operations involving marine activities, or work from a boat, vessel, or floating platform, Contractor shall provide Protection & Indemnity coverage including to crew (Jones Act) and passengers and including coverage for work removal and pollution liability to satisfy U.S. Coast Guard requirements as respects the Federal Oil Pollution Act of 1990 and the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 as amended, for five million dollars (\$5,000,000) and statutory limits of liability as applicable; Protection & Indemnity, SP 38 or SP 23 for a minimum limit of one million dollars (\$1,000,000) per person on board the watercraft for bodily injury and property damage per occurrence, but not less than five million dollars (\$5,000,000) per occurrence for watercraft 30-39 feet and not less than ten million dollars (\$10,000,000) per occurrence for watercraft 40 feet or larger. Sponsor shall be named as an additional insured on the policy and a waiver of subrogation in favor of the Sponsor shall apply.

6.9 Professional Liability Insurance

With respect to any professional services performed by Contractors or any architects, consultants or other professionals engaged by Contractors who perform professional services in connection with the Work, Contractor shall provide Professional Liability insurance with limits of at least one million dollars (\$1,000,000) per claim and aggregate to be kept in force for five (5) years after completion of the Work.

6.10 No Limitation in Liability

The amount and types of insurance coverage required herein shall not be construed to be a limitation of the liability on the part of the Sponsor, Participating Contractors, Excluded Contractors, or any lower-tier Subcontractors. Any type of insurance, or any greater limits of liability than described above, which the Contractor requires for their own protection or on account of statute, shall be the Contractor's own responsibility and at its own expense. The carrying of the insurance described shall in no way be interpreted as relieving a Contractor of any tier, whether Participating or non-participating, of any responsibility or liability under the Contract.

CONTRACTOR REQUIRED COVERAGE

6.11 Other Insurance Required of All Contractors

Contractors must file certificates evidencing the insurance with the Sponsor, which shall be subject to the Sponsor's approval for adequacy of protection, including the satisfactory rating of any insurer. If requested by the Sponsor, a certified copy of the actual policy(s) with the appropriate endorsement(s) and other documents must be provided to the Sponsor.

Contractor must immediately provide written notice to the Sponsor of any notice of cancellation, notice of non-renewal, or any other material modification of the insurance coverages required to be provided by the Contractor.

In the event of failure of a Contractor of any tier to furnish and maintain required insurance and to furnish satisfactory evidence thereof, the Sponsor has the right to take out and maintain such insurance on behalf of the Contractor of any tier and Contractor agrees to furnish all necessary information thereof and to pay the cost thereof to the Sponsor immediately upon presentation of a premium invoice.

CLAIMS PROCEDURES

SECTION

7

7.0 CLAIM PROCEDURES

This section describes the basic procedures for reporting various types of claims. A claim kit will be provided to all Participating Contractors. It will include details about claim reporting and is intended for use at the Project Site.

7.1 Workers' Compensation Claims

The main responsibility for any Contractor is first to see that the injured worker receives immediate medical care. Next, you should notify the on-site Contractor's Safety Supervisor immediately in the event of a serious injury or accident.

An Employers First Report of Injury (Form 5020) must be completed and submitted to the on-site safety representative, along with the DWC-1 (Employee's Claim) and the Supervisors Report of Injury Form.

The OCIP Administrator will provide claims kits to all Participating Contractors. These kits will include all the necessary claim forms and specific instructions for filing claims. Additional kits or claim forms may be obtained from the OCIP Administrator.

The Sponsor and the OCIP Insurer will arrange with preferred medical providers for treatment of all minor or non-life threatening injuries. A list of the providers will be provided to all Participating Contractors.

Participating Contractors must designate a representative at the Project Site to take injured employees to the medical center, and to report the claim. This individual should remain with the injured employee at the center while he/she is being treated. The treating physician should provide a written description of whether or not the injured worker can return to work, a list of restrictions, if any, and the estimated length of time he/she will stay on modified duty.

7.2 General Liability Claims

Accidents at or around the Project Site resulting in damage to property of others (other than the Work itself), or bodily injury or death to a member of the public, must be reported immediately to the on-site Contractor's Safety Supervisor. A General Liability Loss Notice (Acord Form 3) must be completed and delivered within twenty-four (24) hours to the OCIP Administrator.

CLAIMS PROCEDURES

Contractors must not voluntarily admit liability and must cooperate with the Sponsor or Insurer representatives in the accident investigation.

If you receive notice of a claim, or forthcoming lawsuit, or are served with a lawsuit arising out of your involvement with the Project, please forward a copy of the documentation to the OCIP Administrator (See *Section 2.0: Project Directory for Contact Information*)

7.3 Property Claims

Immediately report any damage to your Work or the Work of any other Contractor to the on-site Contractor's Safety Supervisor. In addition, complete the Property Loss Notice (Acord Form 1) and submit it to the OCIP Administrator within five (5) days of the occurrence.

7.4 Automobile Claims

No coverage is provided for automobile accidents under the OCIP. It is the sole responsibility of each Contractor to report accidents involving their automobiles to their own insurers.

In addition to reporting the claim to its own insurer, each Contractor must report all accidents occurring in or around the Project Site to the on-site Contractor's Safety Supervisor. These accidents will be investigated with regard to any liability arising out of the construction activities related to the Contract that could result in future claims. Each Contractor must cooperate in the investigation of all automobile accidents.

APPENDIX

8.0 APPENDIX

- **Enrollment:** – **ONLINE SUBMISSION REQUIRED**
 - Alliant WrapX Online Enrollment Instructions

- **Monthly On-Site Payroll** – **ONLINE SUBMISSION REQUIRED**

- **Notice of Work Completion** – **ONLINE SUBMISSION REQUIRED**

- **Exhibits:** Sample Certificates of Insurance and Medical Provider Network (MPN) Packet

For Access to the Alliant WrapX system, please contact:

Josh Schultz

Office: 415-403-1443

jschultz@alliant.com

APPENDIX

Alliant WrapX Enrollment Process

- Enrollment into the OCIP will be completed online.
- You will receive access to the online system: Alliant WrapX, within three (3) days after Alliant has been notified of your awarded contract.
- Please contact the Wrap Administrator if you have not been given a login ID and Password
- Link to the Contractor Portal: <https://alliantwrapx.alliantinsurance.com/ContractorPortal>
- After logging into the system, find your Contract under the Awarded Contracts window.

Project	Contract#	Enrollment Status
VUE Project	Test-000	Complete Enrollment
BBQ-test	Test-Con2	Complete Enrollment
CSSI Test Project	TP1001-001-001	Complete Enrollment

- Click on [Complete Enrollment](#) to begin the process
- The enrollment wizard will start on the Review page. Any section that is not compliant will be listed in **Red**. Click Edit to begin updating that section, and continue through the enrollment wizard by clicking Next

Contract Information

• Contract description is required.

Project: CSSI Test Project

Parent Contractor: New Alpha Contractor - Test

Contract #: TP1001-001-001

Contract Status: Incomplete

Contract Start Date: 00/01/2011

Contract End Date: 12/31/2012

Contract Value: \$3,000,000.00

Contract Description:

Address Information

Address Type	Address Line 1	Address Line 2	City	State	ZipCode	Primary
Administrator	Office Address	A102	CA	CA	44100	✓

- Please see the required information listed below so you can have all the information ready when you are attempting to enroll.

APPENDIX

Required Information for Online Enrollment

Required Information	Help
1 Contractor name	May include type of company: Corporation, LLC, etc...
2 Parent contractor name	Name of company you are contracted with
3 Contractor Federal ID Number	Check Alliant data and update
4 Start Date at project site	Day physical work starts at jobsite
5 Estimated completion date	Can be an estimate
6 Contract Value	
7 Contract Description	Scope of work
8 Contractor Address	Physical address of office. Any P.O. Box should be entered under Mailing address
9 Contractor Main Phone and Fax numbers	
10 Contractor Primary Contact Name	
11 Contact position	
12 Contact phone and fax numbers, and email address	Email is preferred method for communication
13 Contractor Payroll Contact Name	Can be the same as the Primary Contact
14 Payroll Contact phone and fax numbers, and email address	Email is preferred method for communication
15 Workers' Compensation Class Codes to be used on job	Can be found in your company WC rate pages
16 Estimated Man hours and Payroll	Required for enrollment
17 Risk ID #	Also called Rating Board file #
18 Rating Bureau	NCCI or WCRIB or similar name
19 Experience Modifier (EMR)	Can be found in your company WC rate pages
20 WC Offsite Carrier	Corporate WC carrier name
21 WC Offsite Policy #	Corporate WC policy number
22 WC effective date	Corporate WC effective date
23 Policy Expiration Date	Corporate WC expiration date
24 If any work is being subcontracted out, please include information about subcontractors so enrollment can be started for each contractor	At a minimum: Contractor name; estimated start date; contact name, email and phone number; and contract value for subcontracted work.

APPENDIX



Sample Certificate for Enrolled Parties

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Contractor/Subcontractor's Insurance Broker Name & Address	CONTACT NAME		FAX (A/C, No):
	PHONE (A/C, No, Ext):		
	E-MAIL ADDRESS:		
INSURED Contractor/ Subcontractor Name Contractor/ Subcontractor Address	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	Insurance Carrier Name	
	INSURER B:	Insurance Carrier Name	
	INSURER C:	Insurance Carrier Name	
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDD SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MMDDYYYY)	POLICY EXP (MMDDYYYY)	LIMITS
X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X X	Policy Number	Eff. Date	Exp. Date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
X	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X X	Policy Number	Eff. Date	Exp. Date	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A X	Policy Number	Eff. Date	Exp. Date	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

\$5,000,000 Automobile Liability Limit required of any operations performed at South Field, the "Aviation Operations Area" of the Oakland International Airport.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES: *USL&H / Jones Act Coverage required if applicable.*
Re: Port of Oakland, The City of Oakland, Commissioners, officers, agents and employees are additional insureds on the General Liability and Auto Liability policies on a primary and non-contributory basis. Evidence of such status is via the attached additional insured endorsement(s) [attach CG 20 10 11 85, or CG 20 33 07 04 and CG 20 37 07 04 together, or equivalent]. Waiver of Subrogation applies as required by contract documents. Auto Liability applies both on-site and off-site. Worker's Compensation and General Liability coverage displayed above applies off-site for participants in the OCIP.

CERTIFICATE HOLDER Port of Oakland c/o Alliant Insurance Services 333 S. Hope St., Suite 3750 Los Angeles, CA 90071	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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APPENDIX



Sample Certificate for Excluded Parties

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Contractor/Subcontractor's Insurance Broker Name & Address	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:65%;"> CONTACT NAME PHONE (A/C, No, Ext): </td> <td style="width:35%;"> FAX (A/C, No): </td> </tr> <tr> <td colspan="2"> E-MAIL ADDRESS: </td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A:</td> <td>Insurance Carrier Name</td> </tr> <tr> <td>INSURER B:</td> <td>Insurance Carrier Name</td> </tr> <tr> <td>INSURER C:</td> <td>Insurance Carrier Name</td> </tr> <tr> <td>INSURER D:</td> <td> </td> </tr> <tr> <td>INSURER E:</td> <td> </td> </tr> <tr> <td>INSURER F:</td> <td> </td> </tr> </table>	CONTACT NAME PHONE (A/C, No, Ext):	FAX (A/C, No):	E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE		INSURER A:	Insurance Carrier Name	INSURER B:	Insurance Carrier Name	INSURER C:	Insurance Carrier Name	INSURER D:		INSURER E:		INSURER F:	
CONTACT NAME PHONE (A/C, No, Ext):	FAX (A/C, No):																		
E-MAIL ADDRESS:																			
INSURER(S) AFFORDING COVERAGE																			
INSURER A:	Insurance Carrier Name																		
INSURER B:	Insurance Carrier Name																		
INSURER C:	Insurance Carrier Name																		
INSURER D:																			
INSURER E:																			
INSURER F:																			
INSURED Contractor/ Subcontractor Name Contractor/ Subcontractor Address	NAIC #																		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="checked" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="checked" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-ECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	<input checked="checked" type="checkbox"/>	<input checked="checked" type="checkbox"/>	Policy Number	Eff. Date	Exp. Date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COM/POP AGG \$ 1,000,000 \$
<input checked="checked" type="checkbox"/>	AUTOMOBILE LIABILITY <input checked="checked" type="checkbox"/> ANY AUTO <input checked="checked" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="checked" type="checkbox"/> HIRED AUTOS <input checked="checked" type="checkbox"/> NON-OWNED AUTOS	<input checked="checked" type="checkbox"/>	<input checked="checked" type="checkbox"/>	Policy Number	Eff. Date	Exp. Date	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
<input type="checkbox"/>	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS MA DED RETENTION \$	<input type="checkbox"/>	<input type="checkbox"/>	Policy Number	Eff. Date	Exp. Date	EACH OCCURRENCE \$ AGGREGATE \$ \$
<input type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>	Policy Number	Eff. Date	Exp. Date	<input checked="checked" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

\$5,000,000 Automobile Liability Limit required of any operations performed at South Field, the "Aviation Operations Area" of the Oakland International Airport.

USL&H / Jones Act Coverage required if applicable.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (If hired)
 Re: Port of Oakland. The City of Oakland, Commissioners, officers, agents and employees are deemed insured by the general liability and auto liability policies on a primary and non-contributory basis. Evidence of such status is via the attached additional insured endorsement(s) [attach CG 20 10 11 85, or CG 20 33 07 04 and CG 20 37 07 04 together, or equivalent]. Waiver of Subrogation applies as required by contract documents. Policies shown above apply both on-site and off-site for all operations of the insured.

CERTIFICATE HOLDER Port of Oakland c/o Alliant Insurance Services 333 S. Hope St., Suite 3750 Los Angeles, CA 90071	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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APPENDIX



Sample Certificate for Proof of Builder's Risk Insurance
EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Contractor/Subcontractor's Insurance Broker Name & Address	PHONE (A/C, No, Ext):	COMPANY Insurance Carrier Name	
FAX (A/C, No):	E-MAIL ADDRESS:		
CODE:	SUB CODE:		
AGENCY CUSTOMER ID #:		LOAN NUMBER	POLICY NUMBER
INSURED Contractor/ Subcontractor Name Contractor/ Subcontractor Address		EFFECTIVE DATE	EXPIRATION DATE
			<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
		THIS REPLACES PRIOR EVIDENCE DATED:	

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Describe project, location and existing structures.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Coverage against loss or damage caused by "all risk" or "special form" perils including coverage for water damage and terrorism, including installation floater coverage for the installation of equipment, and coverage for property in transit. This insurance extends to cover all materials, supplies and equipment intended for installation at the Project Site, in transit, and while located away from the Project Site for the purpose of repair, adjustment or storage at the risk of any insured and extends to cover any and all testing of equipment or systems.	Amount must be 100% of replacement cost of existing structures and 100% of completed value of the Work.	Deductible must be \$100,000 or less.

REMARKS (Including Special Conditions)

Sublimits:
Property in Transit: at least 100% property in transit

Contractor, all construction managers, consultants, architects, engineers and Subcontractors providing labor or services in connection with the Work, and any additional parties specified by the Port, are insureds. Waiver of Subrogation applies as required by contract documents.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS The City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners c/o Alliant Insurance Services 333 S. Hope St., Suite 3750 Los Angeles, CA 90071	MORTGAGEE	<input checked="" type="checkbox"/>	ADDITIONAL INSURED
	LOSS PAYEE	<input type="checkbox"/>	
	LOAN #		
	AUTHORIZED REPRESENTATIVE		

APPENDIX



Gallagher Bassett Services, Inc

**Old Republic Construction Program Group (ORCPG) GBMCS
Implementation Checklist**

Dear Administrator:

We understand that you will be our point person for rolling out the **Custom CA Medical Provider Network (MPN)**. Your MPN is now available through the **ORCPG/Gallagher Bassett Certified Network Internet Site** and contains instructions and the necessary documents to implement the MPN. Directly below is information regarding how to access this site:

- Using your internet browser access www.gallagherbassett.com, click LOGIN (top, upper right of page).
- User ID: gb_training5
- Password: orcpmpn43
- Click on the **Custom CA Medical Provider Network (MPN)**.
- You should now see the steps necessary to implement your MPN. **All steps, forms and documents to implement the MPN are available here.**
- Step #6 will not be applicable, as you will only be rolling out the MPN and not transferring existing claims.
- If you have any questions with regard to implementation, please contact Christy Foote at 626-683-5221.
- It is very important to confirm with Christy Foote (cfoote@orcp.com) the date you have completed MPN enrollment.

Sincerely,

A handwritten signature in black ink, appearing to read "Gerry McCarthy", written in a cursive style.

Gerry McCarthy
Account Manager - ORCPG
Gallagher Bassett Services
212-299-7322 (Office)
516-493-1083 (Cell)

APPENDIX

{Insert Date}

**Important Information about Medical Care if you have a
Work-Related Injury or Illness**

Initial Written Employee Notification Re: Medical Provider Network
(Title 8, California Code of Regulations, section 9767.12)

California law requires your employer to provide and pay for medical treatment if you are injured at work. Your employer **or their Workers' Compensation Insurer** has chosen to provide this medical care by using a Workers' Compensation physician network called a Medical Provider Network (MPN). This MPN is administered by First Health and Gallagher Bassett Services, Inc. (GB). Your employer/employer name's workers' compensation carrier is Old Republic General Insurance Company. This notification tells you what you need to know about the MPN program and describes your rights in obtaining medical care for work-related injuries and illnesses

- **What is a MPN?**

A Medical Provider Network (MPN) is a group of health care providers (physicians and other medical providers) used to treat workers injured on the job. Each MPN must include a mix of doctors specializing in work-related injuries and doctors with expertise in general areas of medicine.

Your employer or Gallagher Bassett will select your initial medical provider and thereafter the MPN regulations allow employees to have a choice of provider(s).

- **How do I find out which doctors are in my MPN?**

The **PRE-INJURY/ILLNESS** MPN contact for your MPN is:

Name: Christy Foote

Title: _____

Address: 225 S. Lake Ave, Suite 900, Pasadena, CA 91101

Telephone Number: (626) 683-5521

Email address: cfoote@orcpg.com

The MPN contact listed in this notification will be able to answer your questions about the MPN and will help you obtain a regional list of all MPN doctors in your area. At minimum, the regional listing must include a list of all MPN providers within 15 miles of your workplace and/or residence or a list of all MPN providers within the county where you live and/or work. You may choose which list you wish to receive.

You can get the list of MPN providers by calling the MPN contact or by going to our website at www.talispoint.com/cvtv/gbmpn. You may also locate a MPN doctor by

APPENDIX

{Insert Date}

calling Gallagher Bassett Managed Care Services at 1-800-370-0594. At the voice prompts, please select Option 6, then Option 2.

To locate a pharmacy that is most convenient for you, please contact First Script at 1-866-445-7344. Or you may locate a pharmacy by going to our website at www.firstscript.com. On our website you will see LOCATE A PHARMACY. Just enter your zip code and a pharmacy listing will display.

Your employer has identified the following Gallagher Bassett Services, Inc. (GB) to be the **POST-INJURY/ILLNESS MPN** Contact for all employees:

For Southern California Claims

Gallagher Bassett Services, Inc.
P.O. Box 9875, Calabasas, CA 91372
Telephone Number: 866-444-8379

For Northern California Claims

Gallagher Bassett Services, Inc.
P.O. Box 610, Roseville, CA 95661
Telephone Number: 866-456-8402

You also have the right to a complete listing of all of the MPN providers upon request.

- **What happens if I get injured at work?**

In case of an emergency, you should call 911 or go to the closest emergency room.

If you are injured at work, notify your employer as soon as possible. Your employer will provide you with a claim form. When you notify your employer that you have had a work-related injury, your employer or Gallagher Bassett will make an initial appointment with a doctor in the MPN.

- **How do I choose a provider?**

After the first medical visit, you may continue to be treated by this doctor, or you may choose another doctor from the MPN. You may continue to choose doctors within the MPN for all of your medical care for this injury. If appropriate, you may choose a specialist or ask your treating doctor for a referral to a specialist. If you need help in choosing a doctor you may call the MPN Contact listed above.

- **Can I change providers?**

Yes. You can change providers within the MPN for any reason, but the providers you choose should be appropriate to treat your injury.

- **What standards does the MPN have to meet?**

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{Insert Date}

The MPN has providers in all California counties with the exception of Alpine, Trinity, Mono, and Mariposa counties.

The MPN must give you a regional list of providers that includes at least three physicians in each specialty commonly used to treat work injuries/illnesses in your industry. The MPN must provide access to primary physicians within 15 miles and specialists within 30 miles. If you live in a rural area there may be a different standard.

The MPN must provide initial treatment within 3 days. You must receive specialist treatment within 20 days of your request. If you have trouble getting an appointment, contact your claims adjuster at Gallagher Bassett or the MPN Contact identified in this Notice.

- **What if there are no MPN providers where I am located?**

If you are a current employee living in a rural area or temporarily working or living outside the MPN service area, or you are a former employee permanently living outside the MPN service area, the MPN or your treating doctor will give you a list of at least three physicians who can treat you. The MPN may also allow you to choose your own doctor outside of the MPN network. Contact your MPN Contact identified in this notice for assistance in finding a physician or for additional information.

- **What if I need a specialist not in the MPN?**

If you need to see a specialist that is not available in the MPN, you have the right to see a specialist outside of the MPN.

- **What if I disagree with my doctor about medical treatment?**

If you disagree with your doctor or wish to change your doctor for any reason, you may choose another doctor within the MPN.

If you disagree with either the *diagnosis or treatment* prescribed by your doctor, you may ask for a second opinion from another doctor within the MPN. If you want a second opinion, you must contact the MPN and tell them you want a second opinion. The MPN should give you at least a regional MPN provider list from which you can choose a second opinion doctor. To get a second opinion, you must choose a doctor from the MPN list and make an appointment within 60 days. You must tell the MPN Contact of your appointment date, and the MPN will send the doctor a copy of your medical records. You can request a copy of your medical records that will be sent to the doctor.

If you do not make an appointment within 60 days of receiving the regional provider list, you will not be allowed to have a second or third opinion with regard to this disputed diagnosis or treatment of this treating physician.

APPENDIX

{Insert Date}

If the second opinion doctor feels that your injury is outside of the type of injury he or she normally treats, the doctor's office will notify your employer or insurer. You will get another list of MPN doctors or specialists so you can make another selection.

If you disagree with the second opinion, you may ask for a third opinion. If you request a third opinion, you will go through the same process you went through for the second opinion.

Remember that if you do not make an appointment within 60 days of obtaining another MPN provider list, then you will not be allowed to have a third opinion with regard to this disputed diagnosis or treatment of this treating physician.

If you disagree with the third opinion doctor, you may ask for an Independent Medical Review (IMR). Your employer or MPN contact person will give you information on requesting an Independent Medical Review and a form at the time you request a third opinion.

If either the second or third opinion doctor agrees with your need for a treatment or test, you will be allowed to receive that medical service from a provider inside the MPN, including the second or third opinion physician.

If the Independent Medical Reviewer supports your need for a treatment or test you may receive the treatment recommended by the IMR physician from a doctor inside or outside of the MPN.

- **What if I am already being treated for a work-related injury before the MPN begins?**

Your employer or insurer has a *Transfer of Care Policy* administered by Gallagher Bassett, which will determine if you can continue being temporarily treated for an existing work-related injury by a physician outside of the MPN before your care is transferred into the MPN.

If you have properly predesignated a primary treating physician, you cannot be transferred into the MPN. (If you have questions about predesignation, ask your supervisor.) If your current doctor is not or does not become a member of the MPN, then you may be required to see a MPN physician.

If your employer decides to transfer you into the MPN, you and your primary treating physician must receive a letter notifying you of the transfer.

If you meet certain conditions, you may qualify to continue treating with a non-MPN physician for up to a year before you are transferred into the MPN. The qualifying conditions to postpone the transfer of your care into the MPN are in the box below.

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Can I Continue Being Treated By My Doctor?

You may qualify for continuing treatment with your non-MPN provider (through transfer of care or continuity of care) for up to a year if your injury or illness meets any of the following conditions:

- **(Acute)** The treatment for your injury or illness will be completed in less than 90 days;
- **(Serious or chronic)** Your injury or illness is one that is serious and continues for at least 90 days without full cure or worsens and requires ongoing treatment. You may be allowed to be treated by your current treating doctor for up to one year, until a safe transfer of care can be made.
- **(Terminal)** You have an incurable illness or irreversible condition that is likely to cause death within one year or less.
- **(Pending Surgery)** You already have a surgery or other procedure that has been authorized by your employer or insurer that will occur within 180 days of the MPN effective date, or the termination of contract date between the MPN and your doctor.

You can disagree with your employer's decision to transfer your care into the MPN. If you don't want to be transferred into the MPN, ask your primary treating physician for a medical report on whether you have one of the four conditions stated above to qualify for a postponement of your transfer into the MPN.

Your primary treating physician has 20 days from the date of your request to give you a copy of his/her report on your condition. If your primary treating physician does not give you the report within 20 days of your request, the employer can transfer your care into the MPN and you will be required to use a MPN physician.

You will need to provide a copy of the report to Gallagher Bassett if you wish to postpone the transfer of your care. If you or your employer disagrees with your doctor's report on your condition, you or your employer can dispute it. See the complete transfer of care policy for more details on the dispute resolution process.

For a copy of the entire transfer of care policy, ask your MPN Contact.

- **What if I am being treated by a MPN doctor who decides to leave the MPN?**

Your employer or insurer has a written "*Continuity of Care*" policy that will determine whether you can temporarily continue treatment for an existing work injury with your doctor if your doctor is no longer participating in the MPN.

If your employer decides that you do not qualify to continuing your care with the non-MPN provider, you and your primary treating physician must receive a letter of

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notification.

If you meet certain conditions, you may qualify to continue treating with this doctor for up to a year before you must switch to MPN physicians. These conditions are set forth in the box above, "*Can I Continue Being Treated By My Doctor?*"

You can disagree with your employer's decision to deny you Continuity of Care with the terminated MPN provider. If you want to continue treating with the terminated doctor, ask your primary treating physician for a medical report on whether you have one of the four conditions stated in the box above to see if you qualify to continue treating with your current doctor temporarily.

Your primary treating physician has 20 days from the date of your request to give you a copy of his/her medical report on your condition. If your primary treating physician does not give you the report within 20 days of your request, the employer can transfer your care into the MPN and you will be required to use a MPN physician.

You will need to provide a copy of the report to Gallagher Bassett if you wish to postpone the transfer of your care into the MPN. If you or your employer disagrees with your doctor's report on your condition, you or your employer can dispute it. See the complete Continuity of Care policy for more details on the dispute resolution process.

For a copy of the entire Continuity of Care policy, ask your MPN Contact.

- **What if I have questions or need help?**
- **MPN Contact:** You may always contact the MPN Contact if you need help or an explanation about your medical treatment for your work-related injury or illness.
Name: Christy Foote
Title:
Address: 225 S. Lake Ave, Suite 900, Pasadena, CA 91101
Telephone Number: (626) 683-5521
Email address: cfoote@orepg.com
- **Employer's MPN website:** www.talispoint.com/cvty/gbmpn. You may also locate a MPN doctor by calling Gallagher Bassett Managed Care Services at 1-800-370-0594. At the voice prompts, please select Option 6, then Option 2.
- **Division of Workers' Compensation (DWC):** If you have concerns, complaints or questions regarding the MPN, the notification process, or your medical treatment after a work-related injury or illness, you can call DWC's Information and Assistance at 1-800-736-7401. You can also go to DWC's website at www.dir.ca.gov/dwc and click on "medical provider networks" for more information about MPNs.
- **Independent Medical Review:** If you have questions about the Independent

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Medical Review process contact the Division of Workers' Compensation's
Medical Unit at:
P.O. Box 71010
Oakland, CA 94612
510-286-3700 or 800-794-6900

Keep this information in case you have a work-related injury or illness.

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**Información importante sobre atención médica en caso de
lesión o enfermedad relacionada con el trabajo**

Comunicación escrita inicial para el empleado - Ref: Red de Proveedores Médicos
(Artículo 9767.12 del Código Regulatorio de California, Titulo 8)

La legislación de California establece que su empleador debe proporcionarle y pagarle la atención médica para el tratamiento de cualquier lesión sufrida en el trabajo. Su empleador o su **Aseguradora de Indemnización del Trabajador** optó por brindar dicha atención médica a través de una red de médicos denominada Red de Proveedores Médicos (MPN, por sus siglas en inglés). Esta MPN es administrada por First Health y Gallagher Bassett Services, Inc. (GB). Su empleador /la aseguradora de indemnización del trabajador de su empleador es Old Republic General Insurance Corporation. Este aviso contiene la información que necesita sobre el programa MPN y describe su derecho a recibir tratamiento médico para su lesiones o enfermedades relacionadas con el trabajo.

- **¿Qué es una MPN?**

Una Red de Proveedores Médicos (MPN) es un grupo de proveedores de cuidados de salud (médicos y otros proveedores de salud) usados por para el tratamiento de las lesiones laborales. Cada red MPN debe estar integrada por un grupo de médicos especializados en lesiones laborales y médicos con experiencia en las áreas generales de la medicina.

Su empleador o Gallagher Bassett seleccionarán su proveedor médico inicial y las disposiciones de la MPN permiten que en adelante los empleados seleccionen el o los proveedores.

- **¿Cómo averiguo qué médicos pertenecen a mi red MPN?**

El contacto MPN para **PRE-LESIÓN/ENFERMEDAD** de su MPN es:

Nombre: Christy Foote

Cargo:

Domicilio: 225 S. Lake Ave, Suite 900, Pasadena, CA 91101

Número de teléfono: (626) 683-5521

Dirección de correo electrónico: cfoote@orcpg.com

La persona de contacto de la red MPN que figura en esta lista podrá responder sus preguntas sobre la MPN y lo ayudará a obtener una lista regional de todos los médicos de la red MPN de su zona. Como mínimo, la lista regional debe incluir a todos los proveedores de la red que se encuentren dentro de un radio de 15 millas de su lugar de trabajo y/o residencia o una lista de todos los proveedores de la red MPN del condado en

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el que vive y/o trabaja. Usted puede elegir qué lista desea recibir.

Puede obtener una lista de los proveedores de la red MPN llamando por teléfono a la persona de contacto de la MPN o visitando el sitio Web: www.talispoint.com/cvty/gbmpn. Usted también puede localizar a un doctor de la MPN llamando a servicios de cuidados administrados de Gallagher Bassett al 1-800-370-0594. Cuando la voz le indique las distintas opciones, seleccione la opción 6 y luego la opción 2.

Para buscar la farmacia más conveniente para usted, por favor llame a First Script al 1-866-445-7344. O visite nuestra página web: www.firstscript.com. En la página Web verá BUSCAR FARMACIA (LOCATE A PHARMACY). Sólo debe ingresar su código postal y se desplegará una lista de farmacias.

Su empleador ha establecido a Gallagher Bassett Services, Inc. (GB) como el **Contacto MPN para POS-LESIÓN /ENFERMEDAD** de todos los empleados:

For Southern California Claims

Gallagher Bassett Services, Inc.
P.O. Box 9875, Calabasas, CA 91372
Telephone Number: 866-444-8379

For Northern California Claims

Gallagher Bassett Services, Inc.
P.O. Box 610, Roseville, CA 95661
Telephone Number: 866-456-8402

Si usted lo desea puede solicitar una lista completa de todos los proveedores de la MPN.

- **¿Qué sucede si me lesiono en el trabajo?**

En caso de una emergencia, debe llamar al 911 o dirigirse a la sala de emergencias más próxima.

Si usted se lesiona en el trabajo, notifique a su empleador lo antes posible. Su empleador le entregará un formulario de reclamo. Cuando usted notifica a su empleador que ha sufrido una lesión relacionada con el trabajo, su empleador o Gallagher Bassett realizan una primera cita con un médico de la MPN.

- **¿Cómo elijo un proveedor?**

Después de la primera visita médica, puede continuar el tratamiento con el mismo médico o puede elegir a otro profesional de la red MPN. Usted podrá cambiar de médico dentro de la red MPN cada vez que lo desee durante el tratamiento de la lesión. Si corresponde, puede consultar a un especialista o pedirle a su médico tratante una derivación para ver a un especialista. Si necesita ayuda para elegir un médico, puede comunicarse con el

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Contacto MPN que figura arriba.

- **¿Puedo cambiar de proveedores?**

Sí. Puede cambiar de proveedores dentro de la red MPN siempre que lo desee, pero los proveedores que elija deben ser idóneos para tratar su lesión.

- **¿Qué estándares tiene que cumplir la MPN?**

La MPN cuenta con proveedores en todos los condados de California con la excepción de los condados de Alpine, Trinity, Mono y Mariposa.

La MPN debe proporcionarle una lista regional de proveedores que incluya por lo menos tres médicos de cada una de las especialidades más comunes en el tratamiento de lesiones/enfermedades laborales frecuentes en su industria. La MPN debe posibilitarle el acceso a médicos primarios dentro de un radio de 15 millas y especialistas dentro de las 30 millas. Si usted vive en una zona rural, es posible que se apliquen otros estándares.

La MPN debe brindar el tratamiento inicial dentro de los 3 días. Debe recibir tratamiento de un especialista dentro de los 20 días siguientes a la solicitud. Si tiene problemas para conseguir una cita, póngase en contacto con su ajustador de reclamos de Gallagher Bassett o con la persona de contacto de la MPN identificada en este Aviso.

- **¿Qué sucede si no hay proveedores de la red MPN en mi lugar de residencia?**

Si usted es un empleado actual que vive en una zona rural o trabaja o vive temporalmente fuera de un área de servicios de la red MPN o si es un ex-empleado que reside permanentemente fuera del área de servicios de la red MPN, la red MPN o su médico tratante le proporcionarán una lista de al menos tres médicos que puedan realizarle el tratamiento. La red MPN también puede autorizarlo a elegir su propio médico fuera de la red MPN. Comuníquese con la persona de contacto de la MPN identificada en este aviso para solicitar ayuda para encontrar un médico o para obtener información adicional.

- **¿Qué sucede si mi lesión requiere una especialidad que no figura en la red MPN?**

Si necesita un especialista que no está disponible a través de la red MPN, usted tiene derecho a consultar a un especialista fuera la red.

- **¿Qué sucede si no estoy de acuerdo con mi médico en cuanto al tratamiento?**

Si no está de acuerdo con su médico o desea cambiar de médico por alguna razón, puede elegir otro profesional dentro de la red MPN.

Si no está de acuerdo con el *diagnóstico o tratamiento* prescripto por cierto médico, puede solicitar una segunda opinión de otro médico de la red MPN. Si desea una segunda

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opinión, debe ponerse en contacto con la MPN y comunicar que quiere recibir una segunda opinión. La red MPN deberá entregarle una lista de proveedores MPN regionales de la que usted podrá elegir un médico para obtener una segunda opinión. Para recibir una segunda opinión, debe elegir un médico de la lista de la MPN y concertar una cita dentro de los 60 días. Debe informarle a su contacto de la MPN la fecha de su cita y la red MPN le enviará al médico una copia de su historia clínica. Si usted lo desea, puede solicitar una copia de la historia clínica que se le enviará al médico.

Si no programa una cita dentro de los 60 días de recibir la lista de proveedores regionales, ya no podrá pedir una segunda o tercera opinión con respecto a este diagnóstico o tratamiento en discusión de su médico tratante.

Si el médico al que le pidió la segunda opinión considera que su lesión no está comprendida en el tipo de lesiones que normalmente atiende, el médico informará oportunamente a su empleador o aseguradora. Usted recibirá otra lista de médicos o especialistas de la red MPN para que pueda volver a elegir.

Si no está de acuerdo con la segunda opinión, puede pedir una tercera opinión. Si solicita una tercera opinión, deberá realizar el mismo trámite que realizó para obtener la segunda opinión.

Recuerde que si no programa una cita dentro de los 60 días de recibir otra lista de proveedores de la MPN, ya no podrá pedir una tercera opinión con respecto al diagnóstico o tratamiento en discusión de su médico tratante.

Si no está de acuerdo con la tercera opinión, puede solicitar una Revisión Médica Independiente (IMR). Su empleador o persona de contacto de la MPN le facilitará la información necesaria para solicitar una Revisión Médica Independiente y un formulario cuando solicite una tercera opinión.

Si el médico que emite la segunda o la tercera opinión considera que usted necesita tratamiento médico o examinación, se lo autorizará a recibir atención médica por parte de un proveedor de la red MPN, incluyendo al médico que dio la segunda o la tercera opinión.

Si el Revisor Médico Independiente está de acuerdo con que usted necesita tratamiento o examinación, usted podrá recibir el tratamiento recomendado por éste por parte de un médico dentro o fuera de la red MPN.

- **¿Qué sucede si ya estoy recibiendo tratamiento por una lesión laboral antes de que se habilite la cobertura de la red MPN?**

Su empleador o aseguradora cuenta con una *Política de transferencia de cuidados* administrada por Gallagher Bassett, que determinará si usted puede continuar temporalmente el tratamiento de una lesión de trabajo con un médico que no pertenece a la red MPN antes de transferir la atención a la red MPN.

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Si usted ha predesignado correctamente a un médico tratante primario, no podrá ser transferido a la red MPN. (Si tiene preguntas sobre la predesignación, consulte a su supervisor). Si su médico actual no pertenece a la red MPN o no ingresa a la red, es posible que usted deba consultar a un médico de la red MPN.

Si su empleador decide transferirlo a la red MPN, usted y su médico tratante primario deben recibir un aviso de la transferencia.

Si usted reúne determinados requisitos, podrá continuar el tratamiento con un médico que no pertenece a la red MPN durante un máximo de un año antes de ser transferido a la red MPN. En el recuadro que aparece a continuación encontrará cuáles son las condiciones requeridas para posponer la transferencia de su atención de salud a la red MPN.

¿Puedo seguir tratándome con mi médico?

Es posible que usted pueda seguir tratándose con un proveedor que no pertenezca a la red MPN (por la política de transferencia de cuidados o continuidad de cuidados) durante un máximo de un año si su lesión o enfermedad se encuadra dentro de alguna de las condiciones siguientes:

- **(Agudo):** el tratamiento de su lesión o enfermedad se completará en menos de 90 días;
- **(Cuadro grave o crónico):** su lesión o enfermedad es grave y se prolonga durante 90 días por lo menos, sin que se cure por completo o se agrava y requiere tratamiento continuo. Es posible que usted obtenga autorización para seguir el tratamiento con su médico tratante actual hasta que se pueda hacer una transferencia segura del cuidado.
- **(Enfermedad terminal):** usted tiene una enfermedad incurable o un cuadro irreversible con probabilidad de causarle la muerte dentro de un año o menos.
- **(Pendiente de cirugía) :** su empleador o aseguradora ya ha autorizado la realización de una cirugía u otra práctica que tendrá lugar dentro de los 180 días de la fecha efectiva de la red MPN o de la fecha de terminación del contrato entre la MPN y su médico.

Usted puede no estar de acuerdo con la decisión de su empleador de transferir su tratamiento a la red MPN. Si usted no quiere ser transferido a la red MPN, solicite a su médico tratante primario un informe médico que indique que usted está comprendido en alguno de los cuatro cuadros especificados arriba para poder calificar para un aplazamiento de su transferencia a la red MPN.

Su médico tratante primario tiene 20 días a partir de la fecha de su solicitud para entregarle una copia del informe de su estado de salud. Si su médico tratante primario no

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le entrega el informe dentro de los 20 días de su pedido, el empleador podrá transferir sus cuidados de salud a la red MPN y usted deberá utilizar los servicios de un médico de la red.

Usted deberá entregar una copia del informe a Gallagher Bassett si desea aplazar la transferencia de sus cuidados de salud. Si usted o su empleador no están de acuerdo con el informe del médico sobre su estado de salud, usted o su empleador pueden objetarlo. Para obtener más información sobre el procedimiento de resolución de disputas, consulte la política completa sobre transferencia de cuidados.

Puede obtener una copia completa de la política de transferencia de cuidados a través de su persona de contacto de la red MPN.

- **¿Qué sucede si estoy en tratamiento con un médico de la red MPN que desea dejar de pertenecer a la red?**

Su empleador o la aseguradora tienen una política escrita de "*Continuidad del cuidado*" que determinará si usted puede continuar temporalmente el tratamiento de su lesión laboral con su médico si éste deja de pertenecer a la red MPN.

Si su empleador decide que usted no reúne los requisitos para continuar con su tratamiento médico con el proveedor que no pertenece a la red MPN, usted y su médico tratante primario deben recibir una carta de comunicación.

Si usted reúne ciertas condiciones de salud, puede calificar para continuar el tratamiento con este médico durante un máximo de un año antes de que deba empezar a atenderse con médicos de la red MPN. Estas condiciones de salud se detallan en el cuadro anterior: "*¿Puedo seguir tratándome con mi médico?*"

Usted puede no estar de acuerdo con la decisión de su empleador de denegar su solicitud de continuidad de cuidados con un proveedor que deja de pertenecer a la red MPN. Si usted quiere continuar tratándose con un médico que termina su relación laboral, pídale a su médico tratante primario un informe médico en el que se señale que usted está comprendido en alguno de los cuatro cuadros especificados anteriormente para ver si usted reúne los requisitos para seguir tratándose temporalmente con su médico actual.

Su médico tratante primario tiene 20 días a partir de la fecha de su solicitud para entregarle una copia del informe médico de su estado de salud. Si su médico tratante primario no le entrega el informe dentro de los 20 días de su pedido, el empleador podrá transferir sus cuidados de salud a la red MPN y usted deberá utilizar los servicios de un médico de la red.

Usted deberá entregar una copia del informe a Gallagher Bassett si desea aplazar la transferencia de sus cuidados de salud a la MPN. Si usted o su empleador no están de acuerdo con el informe del médico sobre su estado de salud, usted o su empleador pueden objetarlo. Para obtener más información sobre el procedimiento de resolución de

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disputas, consulte la política completa sobre continuidad de cuidados.

Puede obtener una copia completa de la política de continuidad de cuidados a través de su persona de contacto de la red MPN.

- **¿Qué sucede si tengo preguntas o necesito ayuda?**
- **Contacto MPN:** usted puede comunicarse con la persona de contacto de la red MPN siempre que necesite ayuda o una explicación sobre su tratamiento médico por lesión o enfermedad laboral.
Nombre: Christy Foote
Cargo:
Domicilio: 225 S. Lake Ave, Suite 900, Pasadena, CA 91101
Número de teléfono: (626) 683-5521
Dirección de correo electrónico: cfoote@orcpg.com

Sitio Web de la MPN del empleador: www.talispoint.com/cvty/gbmpn. Usted también puede localizar a un doctor de la MPN llamando a servicios de cuidados administrados de Gallagher Bassett al 1-800-370-0594. Cuando la voz le indique las distintas opciones, seleccione la opción 6 y luego la opción 2.

-
- **División de Indemnización del Trabajador (DWC):** si tiene alguna duda, queja o pregunta relacionada con la red MPN, el proceso de notificación o su tratamiento médico por lesión o enfermedad laboral, puede llamar al Centro de Información y Ayuda de la división DWC al 1-800-736-7401. También puede visitar el sitio de la DWC www.dir.ca.gov/dwc y hacer clic en “redes de proveedores médicos” para recibir más información sobre las redes MPN.
- **Revisión Médica Independiente:** si tiene preguntas sobre el proceso de Revisión Médica Independiente, escriba a la Unidad Médica de la División de Indemnización del Trabajador:
P.O. Box 71010
Oakland, CA 94612
510-286-3700 ó 800-794-6900

Conserve esta información para utilizarla en caso de lesión o enfermedad laboral.

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**California Medical Provider Network (MPN)
Acknowledgement Form**

I have received the information that tells me how to obtain medical care within the GBMCS MPN under DWC Approval # 36-6067575-1584.

I understand that if medical care is needed for a work-related injury I must be treated by an approved doctor to qualify for benefits. Approved doctors are either a physician in the Medical Provider Network or my predesignated personal physician.

In case of an emergency, I understand that I should call 911 or go to the closest emergency room.

(Signature) (Date)

(Printed Name)

I live at _____
(Street Address)

(City) (State) (Zip Code)

Name of Employer _____

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**Red de Proveedores Médicos (MPN) de California
Formulario de acuse de recibo**

He recibido la información que me dice cómo obtener el cuidado médico dentro del GBMCS MPN bajo Aprobación DWC * 36-6067575-1584.

Entiendo que si necesito atención médica por una lesión relacionada con el trabajo, la misma debe ser tratada por un médico aprobado para tener cobertura de los beneficios. Un médico aprobado puede ser un médico de la Red de Proveedores Médicos o mi médico personal predesignado.

En caso de emergencia, entiendo que debo llamar al 911 o dirigirme a la sala de emergencias más próxima.

(Firma)

(Fecha)

(Nombre en letras de imprenta)

Vivo en _____
(Dirección, calle)

(Ciudad)

(Estado)

(Código postal)

Nombre del empleador _____

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To:

From:

Re: GBMCS MPN

“Unless you predesignate a physician or medical group, your new work injuries arising on or after 12/31/2011 will be treated by providers in a new Medical Provider Network, GBMCS MPN. If you have an existing injury, you may be required to change to a provider in the new MPN. Check with your claims adjuster. You may obtain more information about the MPN from the workers' compensation poster or from your employer.”

You can get the list of MPN providers by calling the MPN contact or by going to our website at www.talispoin.com/cvty/gbmpn. You may also locate a MPN doctor by calling Gallagher Bassett Managed Care Services at 1-800-370-0594. At the voice prompts, please select Option 6, then Option 2.

To locate a pharmacy that is most convenient for you, please contact First Script at 1-866-445-7344. Or you may locate a pharmacy by going to our website at www.firstscript.com. On our website you will see LOCATE A PHARMACY. Just enter your zip code and a pharmacy listing will display.

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Para:

De:

Ref.: GBMCS MPN

"Salvo que usted pre-designe un médico o grupo médico, toda lesión laboral nueva que se produzca a partir del 12/31/11 deberá tratarse con proveedores de la nueva Red de Proveedores Médicos, GBMCS MPN. Si usted tiene una lesión preexistente, quizá tenga que cambiar de proveedor y empezar a atenderse con uno de la nueva red MPN. Consulte con su liquidador de reclamos. Puede obtener más información sobre la MPN en el aviso del seguro de riesgos de trabajo o a través de su empleador".

Usted persigue consiguen la lista de abastecedores MPN llamando el contacto de MPN o por ir a nuestro sitio Web en www.talispaint.com/cvty/gbmpn . También puede localizar a un médico de la red MPN llamando a Servicios de Atención Administrada Gallagher Bassett Managed Care Services al 1-800-370-0594. Cuando escuche las opciones del menú, elija la Opción 6, luego elija la Opción 2.

Para buscar una farmacia que le quede cómoda, comuníquese con First Script al 1-866-445-7344. También puede buscar una farmacia que le convenga visitando nuestro sitio web en www.firstscript.com. En nuestro sitio web encontrará la opción LOCATE A PHARMACY (BUSCAR FARMACIA). Lo único que tiene que hacer es ingresar su código postal y en la pantalla aparecerá una lista de farmacias.

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Old Republic Construction Insurance Agency, Inc., CLS #0799319
Old Republic Construction Insurance Agency of New York, Inc., #668042

MPN IMPLEMENTATION VERIFICATION FORM

Once the required MPN notices have been distributed, please complete and return this form to ORCPG. Please note, *this form is for ORCPG' tracking purposes only and does NOT replace your own record of MPN notice distribution.* The items marked with an asterisk (*) are required.

- * Employer Name (print or type):
- * Address:
- * Employer Email Address:
- * Workers' Compensation Policy Number:

Employer Requirements:

In compliance with Title 8, California Code of Regulations §§9767.12 and 9767.16, Employer, named above, verifies that it has posted the **MPN Notification** in a conspicuous location at the worksite(s) for convenient viewing by employees, and distributed the **MPN Implementation Notice** and/or the **Notice of Change of MPN**, as required, in English, and also in Spanish to Spanish-speaking employees, on the Distribution Date shown below, to each of its current employees located in California. Employer also confirms that it will distribute the **MPN Implementation Notice** and **Your Workers' Compensation Benefits** notice to each new employee hired after the Distribution Date shown below.

* **Distribution Date:** MM/DD/YYYY * _____ (Example: 7/21/2008)
(The MPN is deemed implemented after the required notices have been posted and distributed to employees)

* Name of Employer Representative: _____
* Title: _____

By signing below, the authorized Employer Representative acknowledges that the Employer Requirements for MPN implementation has been completed.

* Signature of authorized Employer Representative: _____
* Signature Date: _____ * Phone Number _____

Send this completed **MPN Implementation Verification Form** to Gallagher Bassett:
By e-mail to: CFoote@orcpg.com,
By mail to: Old Republic Construction Program Group – Christy Foote
225 S. Lake Ave, Suite 900, Pasadena, CA 91101
By fax: (626) 683-5197

DOCUMENT 00831



PORT OF OAKLAND

Owner Controlled Insurance Program

CONSTRUCTION SAFETY STANDARDS MANUAL



In collaboration with



Effective 02/26/15

PORT OF OAKLAND CONSTRUCTION SAFETY AND HEALTH POLICY

The Port of Oakland is committed to providing a safe, healthful and secure work environment for all persons directly involved in our construction activities. We are also committed to providing protection to the public from the hazards associated with on-site and off-site construction activities.

It is the intent of Port Management to require the Contractor to foster, and promote the mission of an **injury free workplace**. This calls for the elimination of unsafe acts, unsafe conditions, and the elimination of near miss incidents.

Pursuant to this goal, all workers on this project are empowered as follows:

1. To conduct their work in a safe manner.
2. To stop work immediately in order to correct any unsafe condition.
3. To take corrective action so that work may proceed in a safe manner.

All contractors and subcontractor tiers are required to implement measures to create a universal awareness which promotes safe practices at the work site, and strives towards the achievement of **Zero Incidents**.

This Project will operate under what is termed an Owner Controlled Insurance Program (OCIP). The OCIP will result in a single insurance program written for the duration of the project providing Workers' Compensation & Employers Liability, Commercial General Liability and Excess Liability insurance coverage to all enrolled contractors. The Owner, Contractors, all Subcontractors, the OCIP Insurance Carrier(s), and OCIP Administrator will ensure that strong safety measures are incorporated by all workers into each work task.

For all OCIP work, the controlling employer that serves as the General Contractor ("Contractor") shall be responsible for initiating, maintaining, supervising, and enforcing all safety precautions and programs in connection with the performance of the contract. Their employees and subcontractors share in that responsibility as well. All project workers are expected to work safely and to contribute to the safety of others.

The Contractor's bid shall include costs to establish and maintain a Site Specific Safety Program that meets or exceeds the requirements contained in this manual. The Site Specific Plan must be submitted to OCIP Safety Representative for review at least 15 days prior to the initiation of construction activities.

Contractors and subcontractors, of any tier, have the explicit responsibility to perform work in accordance with Federal, State, Local Laws, Ordinances, Codes, Regulations and these Safety Standards, affecting Safety and Health. In the case of conflict between codes, reference standards, drawings and other contract documents, the most stringent requirements shall govern. (State Occupational Safety and Health Plans will take precedence where applicable.)

If a contractor or subcontractor elects to adopt its own safety policy it is the responsibility of the contractor/subcontractor, of any tier, to meet or exceed the specifications listed in the OCIP Safety Manual or to identify to the Project Safety Team how their program may deviate from the guidelines set forth in this manual.

Those contractors whose safety practices and guidelines exceed current OSHA, ANSI, manufacturers and Port Construction safety guidelines may abide by their more stringent internal requirements.

The communication of the Safety Program elements will be achieved through one or more of the following means; a new employee orientation, weekly tool box contractor trade safety meetings, pre-construction contractor trade safety management meetings, and/or through the completion and weekly use of the Job Hazard Analysis policy and procedures.

Site safety signs, posters, barricades, danger tape, and employee/contractor safety incentive programs will also be present in order to enhance safety awareness and safety communications.

If a contractor or subcontractor undertakes any construction or demolition activities not covered by this program, an activity specific plan must be submitted by the Contractor for the project prior to commencement of work.

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INTRODUCTION

We have developed this manual to ensure pro-active safety processes are used on this project. You, as a contractor or subcontractor on this project have, a goal, to prevent injuries to all employees and the down time associated with incidents and accidents.

In addition to setting minimum standards, this manual promotes safety by facilitating on-site employee safety orientations designed to promote a safe work environment.

The information in this manual is not intended to be all inclusive. In the event of a conflict or inconsistency, the most stringent applicable standard will govern.

A. General Information

The OCIP Safety Team's objective is to emphasize that protecting people and property are of paramount importance to the success of this project. To accomplish this objective we are utilizing a pro-active safety process.

The pro-active safety process is a practical approach to the prevention of accidents. The emphasis is on discovering what causes accidents and identifying where in the work processes those causes are likely to occur. Only by breaking the cycle of accident evolution can accidents be controlled.

While it is the responsibility of each individual to work safely, it is ultimately the contractors' responsibility to see that all rules (safety and health) and practices are followed and enforced. Active participation by contractors and subcontractors in construction safety and loss prevention programs is mandatory. Contractors and subcontractors, of any tier, must demonstrate to their employee's complete support and continuing involvement in all safety and loss prevention efforts.

Safety is not to be sacrificed for production. Safety must be considered an integral part of the planning process. The goal of the OCIP Safety Team, along with the contractors/subcontractors of any tier, is to eliminate accidents. The contractor is charged with the responsibility for adhering to, and enforcing the safety and loss prevention program, specifications for all employers on site.

B. Contractor's Site Specific Safety and Loss Prevention Program

The Contractors bid will include cost to establish and maintain a Site Specific Safety Program that meets or exceeds the requirements contained in this manual. The Site Specific Plan must be submitted to the Owner and OCIP Safety Representative for review at least two weeks prior to the initiation of construction activities .

Contractors/Subcontractors, of any tier, are solely responsible for carrying out their safety and loss prevention program. Therefore, the OCIP Safety Team requires that the contractors and subcontractors designate a competent on-site employee to carry out this responsibility. This employee is directly responsible for ensuring that their program and employee actions comply with the minimum safety standards required by Federal, State and Local Codes and Regulations, and the safety guidelines set forth in this manual.

Subcontractors, of any tier, are responsible for complying with the safety requirements outlines by both the OCIP and the contractor, even though some of the requirements may be above and beyond the subcontractor's own safety policies.

The OCIP Administrator On-Site Safety Representative is a technical advisor to The Owner. The On-Site Safety Representative will assist the owner in monitoring compliance with the project Site Specific Safety Plan.

C. Drug Free Work Environment

- a. In order to maintain a safe, healthful and efficient work environment, and to minimize absenteeism and tardiness, all Employers shall implement a Substance Abuse Prevention Policy that, at minimum, includes screening and testing. In addition, Contractors/Subcontractors may be subject to the Port Project Labor Agreement with respects to Substance Abuse Testing (MAPLA - Subpart L) and must abide by the guidelines as applicable.
- b. Because marijuana remains illegal under Federal Law, medical marijuana cards or prescriptions permitting their use will not be allowed by workers on this project

DEFINITIONS (as used in this Manual)

Authorized Person. (In reference to an employee's assignment) Selected by the employer for that purpose.

Competent Person. One who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

Contract. Refers to a written agreement between the Port of Oakland and Contractor for specific *Work* and also includes any agreement between a *Contractor* and a *Subcontractor* of any tier.

Contractor. Refers to a person, firm, joint venture, corporation or other party that has entered into a *Contract* with the Port of Oakland) to perform work at the *Project Site*. The contractor operates as the controlling employer for the Project work.

Competent Safety Representative or Person. Is that individual who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to the employees. This individual designated by the Contractor or Subcontractor with authority to take prompt corrective measures to eliminate such unsafe hazards or working conditions. This person must have the necessary experience and training as identified and in accordance with section 01343 of the Project Manual

Construction Management Team. Consists of those individuals hired by *Contract* or employed to manage or oversee the Contractor's construction activities.

Employee. Person employed by an Employer as defined by this section.

Employer. Any individual, firm, or corporation that provides direct construction labor for Work performed at the Project Site. The term Employer includes the Contractor and Subcontractors of all tiers.

OCIP Administrator. The party responsible for brokering and administering the OCIP Insurance Program and developing and monitoring compliance with the Safety Standards and serves as the technical advisor to the Owner

OCIP Safety Team. OCIP Administrator, Owner Risk Management or Carrier representative(s), responsible for monitoring, evaluating and coordinating the Contractor's safety, health, and environmental compliance.

OSHA. OSHA as used in the context of these Safety Standards refers to Federal and/or State agencies with jurisdiction over workplace occupational safety and health at the project site.

Owner Controlled Insurance Program (OCIP). Insurance coverage placed by the Owner for the project for eligible and enrolled owner's representatives, Contractors, and Subcontractors of any tier, working on any of the OCIP project sites. The Owner identifies program participants. Please refer to the separate OCIP Manual for a description of OCIP coverage.

Owner – For the purpose of this manual, the Owner is defined as The Port of Oakland.

Project Site or Work Site. Is that certain location(s) generally described in the Project Summary and Project Plans. It also includes areas adjacent to or nearby the above location where incidental operations are performed, excluding permanent locations of any insured party, other than those of the Port of Oakland.

Qualified Person. A person designated by the employer who by possession of a recognized degree, certificate, or professional standing, or who, by extensive knowledge, training and experience, has successfully demonstrated his/her ability to solve or resolve problems relating to the subject matter, the work, or the project.

Site-Specific Safety Program (SSSP). The Employer's Site-Specific Safety Program prepared in accordance with the requirements of this document and the Contract.

Subcontractor. Firm or other entity awarded work by a Contractor on a particular construction project. Subcontractor as used herein shall apply to all tiers of Subcontractors, as well as vendors and service providers performing work for the benefit of the Contractor. For the purposes of the Safety Standards, vendors, suppliers, and service providers on the project for the furtherance of the project are covered by this definition and are subject to the provisions of the Safety Standards even though they may not be enrolled in the OCIP.

Subcontractor Safety Representative (SSR). Subcontractor Employee assigned the responsibility of implementing the Contractor's Injury and Illness Prevention Program, including ongoing identification and correction of hazards.

Work. is operations as fully described in the *Contract*, performed at or emanating directly from the *Project Site*. This term also includes the entire completed construction project or various separately identifiable parts required of the Project.

ACCOUNTABILITY & RESPONSIBILITIES

It is imperative that site management and job foremen exercise positive leadership in orienting and motivating their employees toward performing their jobs effectively, efficiently, and with a high regard for safety.

1. CONTRACTOR

The Contractor as a condition of their contract, assume responsibility for the safety/health of their employees & subcontractors employees, and other persons on the project site (which includes but not limited to inspectors, regulators, and visitors) and will have the overall responsibility for insuring that all entities under their control incorporate safety and health standards meeting the OCIP safety specifications into all design and construction phases of the Project.

The Contractor will also:

1. Keep the Port Construction Managers informed on events, project statistics and progress pertaining to safety issues.
2. Notify the Port within 24 hours of any and all incidents (injury, near miss, property damage, etc.) and immediately notify the Port for any and all emergencies (ambulance, fire, etc.)
3. Investigate accidents and near miss incidents to determine root cause and develop/implement corrective actions to prevent reoccurrence. Accident investigation reports are to be completed and **turned into the Port's Project Manager within 12 hours of the occurrence.**
4. Monitor development of their Safety Manual and confirm that the following items are adequately addressed: Occupational Safety, Employee Orientation & Training, Security, Potential Hazards, Accident Investigations, Documentation for Site Audits, Equipment Inspections, Disciplinary Programs, and Emergency Contingency Plans.
5. Confirm employers safety education and orientation requirements are met.
6. Assure weekly safety briefings for Construction Staff personnel are conducted.
7. Conduct and document formal weekly on-site safety audits, records and compliance reviews at the site.
8. Review the results of the audits for compliance, recommendations made for correction and prevention of recurrence, and follow-up measures taken to ensure compliance.
9. Monitor and document compliance by employers of mandatory safety and health laws, regulations, standards and codes. Ensure all contractors have access to Cal/OSHA regulations.
10. Ensure all required Cal/OSHA posters are on the job site, and that employees know where this information is posted.
11. Monitor records of all accidents experienced by contractors in assigned Project Area of responsibility.
12. In conjunction with engineering and scheduling personnel, develop and implement specific safety and health procedures for effective work practices. Reference section 01340 of the Project manual for H&S submittal requirements.
13. The Contractor's Safety Program should consist of the necessary elements to conduct their operations safely and in accordance with safety rules and regulations, and include additional elements as follows :
 - a) Establishing a firm and positive accident prevention policy that includes the supplying of tangible items, such as but not limited to, hard hats, good ladders, first aid materials, and safety devices on equipment.
 - b) Insure that capable, responsible supervisors make regular inspections of all

- excavations, forms, scaffolds, stairs, ladders, structures, machinery, and equipment at frequent intervals; take immediate corrective measures to eliminate hazards directly under control of the employer, or report violations of Safety Orders and safe practices to the responsible employer.
- c) Assurance that the site foremen assume their share of the responsibility for accidents, and require a written report from them on each incident reported. Require that each report suggests a feasible means of avoiding future accidents of a similar nature.
 - d) Monthly, or more frequent, meetings of all foremen should be held under direction of the superintendent for a discussion of safety problems and accidents that have occurred. Have something specific ready for discussion, such as safety regulations, or any changes in equipment and methods that are to be adopted for safety reasons.
 - e) Display safety posters, warning signs or other means for communicating safety performance. Some examples could be: A sign indicating how many consecutive accident-free days have passed though not required, is often worthwhile. Posting a list of all foremen who have kept their crews accident free for a certain period of time.
 - f) Consider the advisability of establishing various forms of safety competition, including suitable rewards or recognition to individuals and crews with good records.
 - g) Require foremen to give individual safety instructions and orders, as needed, to new workers and those found to be working in an unsafe manner.
 - h) Assure the job site foremen call short "toolbox" or "tail-gate" safety meetings with their crews about once a week on the job, to emphasize some particular safety problem that needs special attention.
 - i) Keep track of your safety record and keep everyone posted as to progress. A graph or chart, indicating gains or losses, is good for this purpose.
 - j) Encourage safety suggestions from all workers and, if the suggestion cannot be followed promptly, explain why to the worker.
 - k) Consider the advisability of giving each worker a copy of certain important safety rules that they are expected to follow.
 - l) Arrange for frequent and regular field safety inspections by the Contractor.
 - m) Identify how the guidelines are met in accordance with the Substance Abuse Testing as outlined in Section L of the Project Labor Agreement (MAPLA)
 - n) Method for reviewing and implementing as necessary safety professional oversight meeting the Port's criteria as outlined in Section 01340 of the Project Manual, for all sub-contractors with EMR ratings above the required 1.25 rating.

2. CONTRACTORS/EMPLOYERS SHALL:

- 1) As a condition of their contract, assume responsibility for the safety/health of their employees & subcontractors employees, and other persons on the Work Site.
- 2) Assign a **Competent Safety Representative** (as defined in (Definitions) of this Manual) for each Contract whose duties include the protection of persons and property and the administration of the Contractor's safety program.
- 3) Investigate accidents and near miss incidents to determine root cause and develop/implement corrective actions to prevent reoccurrence. Accident investigation reports are to be completed and **turned into the Port's Project Manager within 12 hours of the occurrence.**

- 4) Comply with all applicable OSHA laws, regulations, ordinances, conditions of contract, rules or orders of any public authority having jurisdiction relating to safety of persons or property.
- 5) Ensure that all employees, subcontractors and their employees are briefed on the Port's Construction Safety Standards. Contractors shall, in accordance with law, adopt procedures providing that any employee who carelessly or callously disregards these rules or other applicable safety and health regulations shall be subject to disciplinary action or discharge.
- 6) Have their safety representative participate in the weekly safety walk-through meetings and pre-construction coordination meetings.
- 7) Prior to the performance of any work, each employee involved in the construction knows and understands each of the safety and security rules which apply to the job site in which he/she is performing for the Project.
- 8) **Personal protective equipment (inclusive of mandatory ANSI approved hard hat and eye protection with appropriate foot wear) shall be used on site at all times, worn properly, and maintained in proper condition.** Appropriate footwear includes general construction shoes with ankle high support, no tennis shoes and/or leather soled shoes on site.
- 9) Employees shall not engage in practical jokes and/or horseplay.
- 10) An employee is not to undertake any work which he or she are not properly qualified or equipped to do. In this regard, each employee shall be required to attend safety toolbox meetings weekly and sign an attendance sheet.
- 11) All site personnel shall be made aware that the use of intoxicating or unlawful substances during working hours is forbidden and any violation will result in immediate dismissal. Employees reporting for work while under the influence of intoxicating or unlawful substances will not be allowed to assume their duties.
- 12) Each employer is to provide training and documentation to site management that their employees have been provided with information and training on the Hazard Communication Standard. In addition, each contractor is responsible for making provisions to provide copies of Material Safety Data Sheets (MSDS's) and or Safety Data Sheets (SDS's), and provide information on measures that need to be taken for personnel protection to all affected employees and workers within the vicinity of the hazardous substance.
- 13) Employers are responsible for maintaining clean working areas at all times and periodically removing construction debris.
- 14) Each employee must always know where he or she is in relation to work in progress, and avoid hazardous situations around equipment or construction in progress. Employees must advise supervisory personnel of their work location. They should not work alone in an isolated area until arrangements have been made for periodic contact with another employee or supervision.

All OCIP enrolled contractors/employers will participate in the light duty -early return to work program and identify in writing, the site modified duty tasks within their realm of work. If an incident occurs which restricts a person's ability to perform their normal duties, the employer will work with the medical provider to return that individual to modified work when at all possible.

3. OCIP Administrator

The OCIP Administrator will provide a full time or part time professional construction safety consultant to the project to provide site safety program administration and exposure control oversight. The safety professional will report directly to the Port's Safety Administrator and work hand in hand with the Port Project Management Team.

The OCIP Administrator Safety Team will complete written Safety Observations of work activities that are not in compliance with the project's safety policies and procedures. If a Safety Observation is identified it is the responsibilities of the Contractor to immediately correct the hazard noted on the notice, document the corrective action, or reason for delayed abatement and return the report to the OCIP Safety Team within 24 hrs.

The Safety Survey and Corrective Action Forms are listed in the Appendix of this document.

The OCIP Administrator Safety Professional does not assume the responsibility for the development, implementation, design, or ongoing activities involved with the site safety management program.

Services provided to the construction site through the safety professional could include:

1. Development of the site safety manual listing the minimum requirements for the project safety management plan.
2. Review the Contractors written safety plan to assure compliance with applicable codes and the Port safety plan.
3. Development of the Port contract language assigning the accountability and responsibility for the safety program implementation and monitoring to the Contractor.
4. Assist in site risk assessment reports for The Port and Contractor so as to pre-plan safety and assure the upcoming construction activities are planned/designed with safety of the workers and liability prevention in mind.
5. Attendance and participation in the pre-construction safety planning meetings with the Contractor and subs to assure safety is designed into all phases of construction.
6. Assistance and participation in the development and implementation of the site orientation for all employees who work and/or visit the site.
7. Attendance and participation in the weekly contractor's safety meetings.
8. Site presence. Physical site surveys and observations of the construction work at hand to assure regulatory agency and OCIP safety guidelines program compliance.
9. Assist and participate in the Contractors and sub contractor's accident investigations to assure the root cause of the incident is determined and corrective measures are taken to prevent re-occurrence.
10. Organize and trend the sites loss history on a monthly basis to provide Port & the Contractor with the necessary statistics to monitor goals, compare with like construction projects, and measure program performance.
11. Update the Port's written Construction Safety Standards Manual as needed.
12. Assist the Contractor in the development of suggested light duty work and prompt the use of the light duty - early return to work program.
13. Supervise and direct the safety services provided through the insurance carrier so as to provide the Project with a focused and consistent approach to safety management.

Enforcement

The OCIP Safety Administrator reserves the right to enforce all security and safety regulations. The OCIP Safety Administrator neither implies nor assumes responsibility for safety, damage, fire or theft of employees and contractors/subcontractors tools, vehicles and material.

4. INSURANCE CARRIER

The Carrier Safety Consultants will provide periodic safety service visits to the construction site. .
The Carrier Risk Engineer will report directly to the OCIP Administrator Safety Rep. as their

subcontractor and will provide written reports on the unsafe acts and conditions noted during the physical survey of the construction activities.

The observations and recommendations as a result of the site safety survey visit will be discussed with the appropriate contractors and their safety representatives in a closing conference prior to departing the site.

Additional services provided through the carrier which may be called upon include:

1. Accident investigation visits to identify unsafe acts and/or conditions.
2. Quarterly written reports summarizing safety consultant's claims and loss prevention activities.
3. Attendance/participation at the pre-construction & weekly safety toolbox meetings.
4. Technical review and interpretation of standards/regulations.
5. Attendance/participation in training sessions for the competent safety people.
6. Claims and near miss trending.
7. Provide monthly status reports to Management listing Safety Compliance Records of project status for contractors, subcontractors, and other project participants and/or statistical comparisons of contractors to national averages and to each other and/or claims cost and loss ratio comparisons of contractors.

Orientation

One of the requirements of all contractors and their safety representative or designees is to conduct a complete basic safety orientation for all their employees new to the site. A Project Orientation conducted by the Contractor and successful Drug Screen are required before an employee can receive a project ID and enter the field. The purpose of the orientation is to provide employees awareness of what they can expect and what is expected of them on site.

Documentation

All employees will complete an Orientation Acknowledge form supplied by the contractor at the end of the orientation. Upon successful completion the employee will receive a hard hat sticker with an identification number to be worn on the employees hard hat at all times while on the project. Documentation of successful orientation and identification of said employees will be kept by the Contractor Safety Representative, and be available upon request by the Owner or OCIP Safety.

Facility

The Contractor will facilitate the project orientation and provide an appropriate meeting place on site for use in conducting the orientation sessions.

Daily Briefing

Each Contractor and Subcontractor should conduct a pre-shift production and safety meeting at the start of each shift. A daily briefing form should be utilized to discuss and review the day's operations with each trade signed by all participants. This form should be an original signed by all participants and made available to the Contractor Safety Representative or OCIP Safety Representative upon request.

CODE OF SAFE PRACTICES

A. GENERAL

PURPOSE

The purpose of this Section is to assist all contractors and subcontractors in establishing basic safety and health rules for this OCIP Project. Strict enforcement of and compliance with California & Federal OSHA Safety and Health rules and manufacturers guidelines will aid in keeping personnel injuries, occupational illnesses, and equipment and property damage to a minimum.

APPLICABILITY

The rules listed below apply to all onsite contractors, subcontractors and vendors, including employees with supervisory and non-supervisory assignments. The General Safety and Health rules shall be used by the Contractor and their sub-contractors to promote accident prevention through indoctrination, safety and health training and on-the-job application.

All contractors' and subcontractors' employees shall receive new hire and project jobsite orientation to better understand the Port's Construction Safety Standards and other applicable Port-specific safety requirements.

INDIVIDUAL CRAFT SAFETY AND HEALTH RULES

As a minimum requirement, superintendents, foremen and all employees must learn and abide by the General Rules plus the Safety and Health Rules which are applicable to their particular trade or occupation. These rules should be incorporated into pre-work indoctrination.

Individual Trade Safety and Health rules apply not only to supervisors and to the workers, but also to helpers, assistants, apprentices and to anyone else who might be in the work area. Supervisors shall ensure that new workers or visitors are made aware of and abide by the safety and health rules that are in effect.

JOBSITE SAFETY AND HEALTH RULES

1. SITE SPECIFIC HEALTH & SAFETY RULES

- a) All persons shall follow these safe practices rules, render every possible aid to enhance the safety of the construction operations at hand, and report all unsafe conditions or acts to the foreman, superintendent, safety coordinator or owners representatives.
- b) Foremen shall insist on employees observing and obeying every rule, regulation, and order as is necessary to ensure the safe conduct of the work, and shall take such action as is necessary to obtain compliance with the program safety policy.
- c) All employees shall be given frequent accident prevention instructions consistent with upcoming construction activities and exposures to loss. Instructions shall be given at least weekly, documented and copied to the Contractors Safety Coordinator.
- d) Anyone known to be under the influence of drugs or intoxicating substances which impair the employee's ability to safely perform the assigned duties shall not be allowed on the job site while in that condition.
- e) Horseplay, scuffling, and other acts which tend to have an adverse influence on the safety or well-being of the employees shall be prohibited.
- f) Work shall be well planned and supervised to prevent injuries in the handling of materials and in working together with equipment. The construction phase exposure analysis guide in the Appendix can serve as a baseline to pre-plan work activities with safety in mind.
- g) No one shall knowingly be permitted or required to work while the employee's ability or alertness is so impaired by fatigue, illness, or other causes that it might unnecessarily expose the employee or others to injury.
- h) Employees shall not enter manholes, underground vaults, chambers, tanks, silos, or other similar places that receive little ventilation, unless it has been determined that it is safe to enter under a Confined Space Entry Program.
- i) Employees shall be instructed to ensure that all guards and other protective devices are in proper places and adjusted, and shall report deficiencies promptly to the foreman or superintendent.
- j) Crowding or pushing when boarding or leaving any vehicle or other conveyance shall be prohibited.
- k) Workers shall not handle or tamper with any electrical equipment, machinery, or pressurized lines such as, but not limited to, air, water, hydraulic or other lines in a manner not within the scope of their duties, unless they have received instructions from their foreman.
- l) All injuries shall be reported promptly to the foreman or superintendent so that arrangements can be made for medical or first aid treatment.
- m) When lifting heavy objects, mechanical means should be used, otherwise, buddy-up with a partner and share the load. When manually lifting, the large muscles of the leg instead of the smaller muscles of the back shall be used.
- n) Appropriate footwear for the construction site includes construction grade boots/shoes with ankle supports .Safety toe shoe use is required on all construction sites.
- o) Materials, tools, or other objects shall not be thrown from buildings or structures or from one area or floor level to another or the ground below, unless every precaution is taken to eliminate the possibility of damaging equipment or injuring persons. Precautions to include Red Danger Tape or Snow Fencing with supervision about the Danger area.

- p) "Red Danger Taped areas" or areas enclosed with barricades and/or snow fencing are considered danger zones and shall be respected as such. Admittance to or passage through such areas is prohibited without permission except to those employees working within the barricaded area. The taped areas must be labeled with the name and contact information of the Contractor or Sub-Contractor who installed the Danger Area tape.
- q) When work requires barricades or floor opening covers to be temporarily removed, keep area secured until the work is finished and then re-install the barricade or floor covering immediately.
- r) Firearms and explosives are prohibited within the project areas, or on equipment and other facilities relating to the project site. Powder Actuated Tools are acceptable in approved locations and to be used by certified and authorized employees only.
- s) Do not touch or guide moving cables or running wires with any part of your body. Keep your hands and fingers away from blocks and sheaves. Stand clear of all cables, wires and lines which are under strain.
- t) Do not try to place speed above safety. An efficient, safe worker is better than a speedy, careless one.
- u) Be alert for and heed all warning signs at all times.

2. HOUSEKEEPING

Housekeeping is a term used to describe the cleaning of the work site and surrounding areas of construction project-related debris.

The term also refers to the managing and storing of materials that are used on the project. Listed below are the general requirements for housekeeping to which all work sites are subject

Work surfaces, passageways, and stairs shall be kept reasonably clear of scrap lumber and debris. (All exits and access ways must be kept unobstructed)

- Ground areas within 6 ft. of buildings under construction shall be kept reasonably free of irregularities.
- Storage areas and walkways on construction sites shall be kept reasonably free of dangerous depressions, obstructions, and debris.
- Piled or stacked material shall be placed in stable stacks to prevent it from falling, slipping, or collapsing.
- Material on balconies or in other similar elevated locations on the exteriors of buildings under construction shall be placed, secured or positively barricaded in order to prevent the material from falling

Metal containers with covers must be provided for disposal of oily and paint soaked tags.

Individual employers are responsible for all debris or construction materials generated by their work process all such material must be maintained in an orderly fashion at all times while on site.

- a) Clean-Up. Keep your work area clean and safe at all times. Always keep yourself, the equipment you operate or are using and your place of work as clean as practicable. All contractors are responsible for clean “**broom swept**” areas. Dust control is the responsibility of all contractors. **Poor housekeeping practices may result in costly charge backs prompted through site management. The Port’s Construction Management Team has Zero tolerance for poor housekeeping practices.**
- b) Employee Facilities. Cooperate in keeping change rooms, toilets, first aid and drinking facilities in clean, sanitary condition.
- c) Good Housekeeping. Good housekeeping will reduce confusion on the project and will result in a safer, more efficient operation.
- d) Nails & Exposed Re-bar. Protruding nails, re-bar, screws or other metal in form lumber, boards, etc., must be immediately removed, bent over or capped to prevent puncture injuries.
- e) Oily Rags and Wastes. Oily rags, waste or other combustible debris shall be kept in metal container provided for that purpose.
- f) Removal of Debris/Garbage. When cleaning up, do not throw or drop materials from elevated levels to lower levels unless the area below is properly barricaded and adequate warnings are posted.
- g) Slipping Hazards. Clean up or eliminate slipping hazards such as grease, oil, water, ice, or other liquids on walkways, ladders, stairways, scaffolds or other access ways or working areas.
- h) Trash and Debris. Deposit trash, refuse, debris, lunch papers and other waste in the proper refuse containers.
- i) Tripping Hazards. Help keep the work area, especially roadways, access ways, aisles, stairways, scaffolds and ladders, clear of obstructions which may cause tripping or other accident hazards.

3. **PERSONAL PROTECTIVE EQUIPMENT**

This site requires 100% ANSI Z89.1-2009 approved hard hat and ANSI Z87.1-2010 approved safety eye glass wear at all times, while in work zones. Hearing protection wear is required in construction work areas where hearing exposures exist.

- a. PPE Policy. All employers shall provide and use the protective equipment prescribed by the Port's Construction Safety Standards Manual, regulatory authorities such as Cal-OSHA, and the Contractors rules and regulations to control or eliminate any hazard or other exposure to illness or injury. Any employee who willfully refuses to use the prescribed protective equipment designed to protect him or her or willfully damages such equipment shall be subject to disciplinary action which may lead to his or her immediate termination.
- b. Ear Plugs or Muffs. Appropriate hearing protection shall be worn in work areas where noise levels exceed established local, state or federal standards.
- c. Goggles, Safety Glasses, Face Shield, and Helmets. Approved welding helmets and appropriate protective eye wear is required on-site by all contractors during machinery activities which require appropriate protection.

Eye and/or face protection must meet ANSI Z87.1-2010 requirements and must be worn at all times, while in work zones. Employees with corrective lenses shall wear goggles or spectacles as required, and equipment must be labeled to indicate ANSI testing.

- d. Hard Hats. All construction areas will be considered "hard hat areas" during active work periods. All employees and visitors must wear company approved hard hats (bill forward) during work hours while inside construction areas.

Head protection must meet ANSI Z89.1-2009 testing requirements for impact, penetration and electrical exposure.

- e. Respirators. Respiratory protection is required when engineering or administrative controls are not feasible for limiting harmful exposure to airborne contaminants. In these circumstances exposed employees must wear respirators approved by the National Institute for Occupational Safety and Health (NIOSH). For all respirator use a written respiratory protection program must be in place, covering employee training, respirator selection, medical evaluation, fit testing, use, cleaning, sanitizing, inspection, and maintenance. The respirator program should be in accordance with Cal-OSHA and MSHA regulations.
- f. Safety Harnesses, Lifelines & Lanyards. Full body harnesses are the only acceptable means of personal protective fall arrest/restraint equipment permitted on this site, the use of safety body belts is not accepted for any type of fall protection. Each employee will also wear a safety harness with a safety lanyard secured to a separate lifeline while working from swing scaffolds, boatswain chairs or other suspended work platforms where a falling hazard is present. All fall protection equipment used on site must meet or exceed applicable ANSI standards.

Safety harnesses, lifelines and lanyards will be subject to actual loading or load testing and shall be secured to a point above the employee to an anchor capable of supporting 5,000 lb and 3000 lb when using a retractable lifeline. Safety lanyards shall be a maximum length to limit a fall to no more than 6 feet. (Refer to "Fall Protection" - Item 4)

- g. Footwear. All employees working in construction areas should wear stout working boots. In areas such as tunnels where there is danger of falling rocks, timbers or other objects, hard toe safety boots or shoes shall be worn.
- h. Dress Code. Employees working in construction areas are required to wear clothing for the appropriate season. Shirts shall have a minimum of 4" sleeves. Tank tops and sleeveless shirts are not allowed. Pants should be long enough to cover the top of appropriate foot wear. Winter clothing should be sufficient to protect against cold related injuries, i.e., hypothermia and frostbite.
- i. High Visibility Clothing. High visibility vests or similar clothing must be worn when working in or near traffic, on or near railroad tracks, in active marine terminals, in aircraft operating areas and any other time such protective clothing is deemed necessary by the supervisor. These vests, jackets, shirts or coveralls must meet or exceed the applicable ANSI/ISEA standard for visibility and reflectivity.

4. **FALL PREVENTION**

100% Fall Protection shall be implemented by all trades for all fall exposures of six (6) feet or more.

Where a fall hazard exists, efforts must be made to eliminate the hazard; provide protection against the hazard; or establish alternative methods to control/monitor the hazard.

Rescue shall be addressed in the Employer's fall protection policies and fall protection training

- Exception: (Exception: Work from ladders and around excavations where exposure is within OSHA specifications.

Full body harnesses are the only acceptable means of personal protective equipment fall arrest/restraint equipment permitted on this site, the use of safety body belts is not acceptable for fall protection.

As a minimum standard, employees working on a walking/working surface (horizontal and vertical surface, including scaffolding) with an unprotected side or edge which is 6 feet (1.8 m) or more above a lower level shall be protected from falling by the use of guardrail systems, safety net systems, or personal fall arrest systems. Such systems must be in accordance with all applicable rules and regulations. All employees must be adequately trained in the proper use of fall protection equipment.

The practice of utilizing a safety zone at an unprotected LEADING EDGE is not recognized as a method of fall protection.

Personal Fall Arrest Systems

Personal fall arrest systems are designed to control the fall of a worker and minimize the injury once a worker has fallen. Fall arrest systems consist of the following components:

- Full body harness (body wear)
- Shock absorbing lanyard (connecting device)
- Tie off point (anchorage point)

Specific Requirements:

- Retractable lanyards are preferred for all projects.
- All contractors must provide a safety harness when fall protection is required.
- All lanyards must be equipped with locking snap hooks.
- Only shock absorbing lanyards will be used for fall protection unless the fall protection system is a retractable type lanyard where no other lanyard is needed.

- Lanyards will be removed from service when evidence of wear is detected or if the lanyard has had a load applied.
- The anchorage (tie off point) must be capable of supporting a minimum 3000 lb (with retractable lifeline) or 5,000 lb. (all other applications) *per* employee attached.
- Anchorage, tie off, must generally be above the worker's head and not lower than the employee's waist.
- Anchorage must be high enough that the worker will not strike any lower level should a fall occur.

Training

Contractors and subcontractors of any tier shall provide as a minimum, and conducted by a competent person, the following training. Documentation of training must be forwarded to the Contractors safety office. Training must include, at a minimum:

1. The nature of the fall hazards in the work area;
2. The correct procedure for erecting, maintaining, disassembling, and inspecting the fall protection systems to be used;
3. The use and operations of guardrail systems, personal fall arrest systems, safety net systems, warning line systems, safety monitoring systems, controlled access zones, and other protection to be used;
4. The role of each worker in the safety monitoring system when this system is used;
5. The limitations on the use of mechanical equipment during the performance of roofing work on low-sloped roofs;
6. The correct procedures for the handling and storage of equipment and materials and the erection of overhead protection; and
7. The role of workers in fall protection plans.

Safety Harnesses and Lifelines

Each contractor and subcontractor of any tier shall be responsible for providing and requiring the use of safety harnesses, lifelines and lanyards when approved alternative fall protection methods are not feasible, and workers are exposed to a fall of 6 feet or greater. *Safety harness is the only acceptable means of personal fall arrest system permitted on all projects; the use of safety body belts is not acceptable for fall protection.*

Specific plans for rescue of workers should be developed and rehearsed prior to initiating work requiring the use of fall protection. Rescue plans and the basic work plan shall be submitted to the Project Superintendent and/or Contractor's Project Safety Manager for review and comment. Concerns expressed by the Contractor, Project Superintendent, the Site Safety Coordinator, or any other reviewing authority shall be addressed fully prior to exposing any worker to the elevated work area.

Any safety harness, lifeline or lanyard actually subjected to in-service loading shall be immediately removed from service and shall not be used again for worker safeguarding. All safety harnesses, lifelines and lanyards shall meet or exceed OSHA standards.

Lifelines shall be secured above the point of operation to an anchorage or structural member capable of supporting a minimum weight of 5,000 pounds. *Note: When using a retractable lifeline the minimum weight is 3000 pounds.*

Safety Nets

Safety nets will comply with CAL OSHA 1671 requirements. Safety plan for use of nets must be submitted and reviewed by Contractor safety prior to use.

Safety nets shall be provided by the subcontractor or tiered subcontractor when work places are more than 25 feet above the ground or other surfaces where the use of ladders, scaffolds, catch platforms, temporary floors, safety lines or safety harnesses are impractical. When safety net protection is required, operations shall not be undertaken until the net is in place and has been tested.

Safety nets shall extend a minimum of 8 feet beyond the edge of the work surfaces where workers are exposed and shall be installed as close under the work surface as practical. In no case shall the safety net be more than 25 feet below the work surface. Nets shall be hung with sufficient clearance to prevent the user's contact with surfaces or structures below. Clearances shall be determined by impact load testing.

The mesh size of the nets shall not exceed 6 inches by 6 inches. All nets shall meet accepted standards of 17,500 foot pounds minimum impact resistance, as determined and certified by the manufacturer, and shall bear a label of proof test. Edge ropes shall have a minimum breaking strength of 5,000 pounds. Forged steel safety hooks or shackles shall be used to fasten the net to its supports. Connections between net panels shall develop the full strength of the net.

5. TOOLS

All tools shall be maintained, whether furnished by your employer or employee, and kept in a safe condition. When power tools are designed for guards; they shall be equipped when in use. All hand held power tools shall be equipped with a constant pressure switch that will shut off the power when pressure is released.

- a. Damaged or Defective Tools. Do not use broken, defective, burned or mushroomed tools. Report defective tools to your supervisor and turn tool in for replacement.
- b. Hard Facing. Do not strike two hardened steel surfaces together; (i.e. two hammers or a hammer and hardened steel shafts bearings, etc).
- c. Power Tools. Only assigned, qualified operators will operate power, explosive actuated or air driven tools. Electric power tools shall either be of the approved double insulated type or grounded in accordance with applicable regulations.
- d. Proper Tool. Always use the proper tool and equipment for any task you may be assigned to do.
- e. Storage. Keep tools in their proper storage place when not in use. Do not leave tools where they might present a tripping hazard, fall on somebody or be stolen. Do not carry sharp edged tools in your pockets.
- f. Air Powered Tools. Pneumatic power tools shall be secured to the hose or whip by some positive means to prevent the tool from becoming accidentally dislodged. Safety clips or retainers shall be securely installed and maintained on pneumatic impact tools to prevent attachments from being accidentally expelled. Compressed air shall not be used for cleaning purposes unless the pressure is less than 30 psi and then only with effective chip guarding.
- g. POWDER-ACTUATED TOOLS
 1. Only Powder Actuated Tools shall be used that; (1) are approved for their intended use as defined in Section 1505 of the Cal/OSHA Construction Safety Orders, or have California approval numbers. (*Title 8 Section 1684*).
 2. Only trained workers holding a valid Operator's card can use a powder-actuated tool.
 3. Containers for powder-actuated tools must be lockable and bear the label POWDER-ACTUATED TOOL on the outside. The container must be kept under lock and key storage.
 4. The following must be provided with each tool:
 - 4.1. Operating and service manuals.
 - 4.2. Power load chart.
 - 4.3. Inspection-Service record.
 - 4.4. Repair and servicing tools.
 5. Eye or face protection is required for Operators and assistants.
 6. Tools must be inspected prior to use. Defective tools must not be used.
 7. Powder-actuated tools must not be left unattended.
 8. Powder-actuated tools must be unloaded if work is interrupted. Tools must not be loaded until ready for use.
 9. On misfire, the tool must be held in place for 30 seconds.
 10. Misfires shall be placed in a designated can of water.
 11. Different power loads must be kept in separate compartments.

12. Warning signs must be posted bearing the words: "POWDER-ACTUATED TOOLS IN USE" within 50 feet of the point of use.

6. ELECTRICAL

- a. Electrical Safety. Follow safety guidelines as outlined in the NFPA 70E Standard for Electrical Safety in the Workplace as applicable to the electrical operations. As needed the Contractor shall develop an effective electrical safety program for the covered workplaces and include components and procedures for all types of employees who interact with electrical systems, equipment, components or parts that use electricity. All employees must be adequately trained and have knowledge and understanding of the electrical safety precautions and procedures for the systems, equipment, components and parts that they will be expected to work.

Before work is begun your employer shall ascertain whether any part of an electric power circuit, exposed or concealed, is so located that the performance of the work may bring any person, tool, or machine into physical or electrical contact therewith. Employees shall be advised of the hazards and warning signs shall be posted and maintained.

It is the policy of the Owner that all electrical work shall be performed in an electrically safe working condition as defined by NFPA 70E. Any contractor(s) needing to perform energized electrical work must first consult with the Contractor Management Team and must develop an energized electrical work plan. This energized electrical work plan must adequately justify the energized electrical work and include an energized electrical work permit (EEWP) process that is in accordance with NFPA 70E.

- b. Qualification. Only qualified persons (in accordance with NFPA 70E Article 100) are permitted to install, repair or remove electrical wiring and/or equipment in excess of 50 volts. A qualified person must be adequately trained and must have the necessary demonstrated skills and knowledge related to the construction and operation of the electrical equipment and installation they will be working on.
- c. General Electrical Conditions.
Electrical hazards may exist in many various construction activities and on various job sites. All employees working on site must be able to recognize electrical hazardous conditions and know when and how to report them to their immediate supervisor. General electrical conditions, such as but not limited to, are as follows:

1. Electrical Installations

- A. All installations shall comply with OSHA and National Electrical Safety Code.
- B. No contractor shall permit an employee to work in proximity to any part of an electric power circuit that they may contact the same in the course of his/her work unless the employee is protected against electric shock by de-energizing the circuit and grounding it or by guarding it by effective insulation or other means.
- C. Live parts of wiring or equipment shall be effectively guarded to protect all persons or objects from harmful contact.
- D. All electrical wire apparatus and equipment shall be of a type listed by the Underwriter's Laboratories, Inc. or Factory Mutual Laboratories for the specific application

2. Extension Cords
 - A. Do not use extension cords or any power tools or equipment when the cords are frayed, worn out or the wires are bare
 - B. Do not run electric cords through water puddles or concealed spaces nor stand in water when operating electrical devices
 - C. Do not place cords where vehicular traffic may damage the insulation
 - D. Plugs and receptacles shall not be interchangeable between circuits with different voltage and current ratings.
3. Overhead Power Lines
 - A. Maintain the appropriate clearance from overhead power lines, in accordance with OSHA regulations, *Contact the utility company for information regarding minimum clearance from high voltage power lines.*
4. Danger Signs, Tags and Labels.
 - A. Locate and mark buried utilities before drilling or excavating. Be alert to and strictly obey all warning and danger signs around electrical apparatus.
 - B. Do not close a switch that has a danger tag on it signed by or placed there by someone else.
 - C. Temporary power lines, switch boxes receptacle boxes, metal cabinets, and enclosures around equipment shall be plainly marked to indicate the maximum operating voltage.
5. Grounding.
 - A. Do not use electric power tools or equipment that is not properly grounded.
 - B. Use only three wire grounded receptacles and extension cords.
 - C. All Portable generators and lights which supply power to exterior equipment shall be grounded in accordance with the manufactures and Cal OSHA regulations.
 - D. Use Ground Fault Circuit Interrupters (GFCI's) for outdoor electrical equipment. All 120-volt single-phase 15 and 20 amp outlets used by employees shall have ground fault circuit interrupters. Assured equipment grounding programs will be used to serve GFCI distribution boxes.
6. Temporary Lighting.
 - A. Report all unguarded or broken light bulbs. Do not hang lights by their cords unless the light was designed to be suspended in that manner.
 - B. Temporary lighting shall be equipped with guards to prevent contact with heavy-duty electric cords. Their cords shall not suspend them, unless so designed for that purpose.
 - C. Temporary lighting shall conform to local agency requirements.
7. Welding.
 - A. Switching equipment for shutting down the welding machine shall be provided on or near the welding machine.
 - B. The noncurrent carrying metal parts of electrical driven welding machines shall be grounded. The equipment shall be shut down when the leads are unattended. Cables with splices or repaired insulation within 10 feet of the holder shall not be used.
 - C. Welding supply cables shall not be placed in proximity to power supplies or other high tension wires. Welding leads shall not be permitted to contact metal parts supporting suspended scaffolds. Circuits from welding machines used for other than welding tools shall be grounded

- d. Lock Out/Tag Out. Follow all applicable Lockout/Tagout (LOTO) procedures as they apply to the operations. For operations that will involve Port of Oakland electrical equipment, ensure adequate coordination and communication with the appropriate personnel is made and maintained.

7. **EQUIPMENT**

Only authorized persons shall operate machinery or equipment. A list of anticipated site equipment with the names of trained and authorized workers shall be provided to Contractors Safety Coordinator prior to work activities.

- a. Contractors will ensure that all mobile equipment such as trucks, cars, cranes, fork-lifts, manlifts, JLG's etc., be maintained and in good operating condition prior to entry onto the Project.
 - i. Equipment and vehicles shall be so constructed as to prevent material being transported from falling off the equipment onto runways & roadways. It shall be the Contractor's responsibility to remove the material from roadways should it fall from their equipment.
 - ii. Contractors shall be responsible for removing material (mud & waste concrete) tracked onto existing roadways.
 - iii. When mobile equipment is not in use, it shall be positioned where it will not obstruct roadways, electrical lines, emergency exits, firefighting equipment and temporary ways. All equipment not in use shall be secured or positioned to prevent movement or operations. Mobile cranes shall not be parked with the boom suspended over roadways, vehicles, electrical or mechanical equipment or buildings. If loads are left suspended, barricades are to be placed around the area under the load.
 - iv. Employees within manlifts/JLG's are required to wear full body safety harnesses and tie off to the manufacturers anchor point via safety lanyards.
 - v. Workers shall not be permitted to work or pass under a suspended load unless the load is effectively blocked.
 - vi. All mobile and tower crane operations will adhere to the requirements set forth by Cal OSHA and this manuals Crane section.
 - vii. The work platform for a scissors lift and JLG/manbasket shall be entered and exited at ground level only.
 - viii. The basket of a scissors lift and/or JLG/manbasket shall not be used as a material hoist.
 - ix. The manufacturer's guidelines shall serve as the required safety practices in conjunction with the safe operation of equipment.
- b. Elevated Loads. Be alert to avoid swinging suspended loads over workers. Keep yourself and your fellow workers in the clear at all times.
- c. Hoists and Elevators. Ride only on authorized personnel hoists or elevators. Do not ride on a material hoist, forks, etc.
- d. Jumping. Jumping on or off equipment or vehicles, either moving or stationary, is prohibited. When climbing on or off machinery, face the unit and use secure hand and foot holds to prevent slips or falls. Look before you step down.
- e. Mechanical Guards. No machine shall be operated until all guards are in place. Guards are not to be removed except when necessary to make repairs and are to be replaced before equipment is again put into operation.
- f. Operating Machinery. Only authorized and properly trained, or licensed, and supervised personnel are permitted to operate equipment, vehicles, valves, electrical switches and other similar machinery.

Loose or frayed clothing, or long hair, dangling ties, finger rings, etc., shall not be worn around moving machinery or other sources of entanglement.

Machinery shall not be serviced, repaired or adjusted while in operation, nor shall oiling of moving parts be attempted, except on equipment that is designed or fitted with safeguards to protect the person performing the work.

- g. Seat Belts. If vehicle or equipment is equipped with seat belts, the operator and the passengers shall use them.
- h. Transportation. Ride only in vehicles designated for transporting personnel. Do not ride on running boards, fenders or other projections and do not extend legs, feet, arms, hands or other body parts over the edge of the truck bed.
- f. Fall Protection. Full body safety harnesses and lanyards tied off to the manufacturers anchor point will be required whenever workers are elevated in manbaskets/JLG's.

8. LADDERS

This project does not allow the use of conductive ladders (i.e., steel and aluminum).

- a. Ascending and Descending. Face the ladder and use both hands when going up and down ladders. Materials and tools should be lowered or raised by a rope or other mechanical means.
- b. Good Condition. Select the right ladder for the job. Do not use a ladder with missing or defective rungs, split side rails or other weaknesses.
- c. Painting. Do not paint wood ladders as this may cover up defects.
- d. Placing and Securing.
 - i. The ladder should be placed so that it extends at least 3 feet beyond the top landing.
 - ii. Make sure the base of the ladder is tied off or otherwise secured to prevent slipping or falling.
 - iii. Base of ladder should be set out at least one-fourth of the ladder height measured from bottom to point of bearing.
- e. Work Safely. When working from ladder, do not overreach or work beyond the third rung from the top. A frame ladder shall not be utilized to enter and egress trench areas.
- f. Job Made Ladders. Job Made ladders shall comply with Cal OSHA requirements.

9. MATERIAL HANDLING

- a. Access. When storing materials remember to leave adequate access and pathways, do not block aisles or exits.
- b. Heavy Loads. Do not attempt to lift heavy loads without assistance. Learn how to lift properly by bending your knees and keeping your feet firmly underneath you. Avoid strain by lifting with your legs and arms, not your back.
- c. Life Lines. When working on material stored in silos, hoppers, tanks or from open floor areas, employees must wear a full body safety harness and lanyard attached to an approved anchor point.
- d. Non-compatible Materials. Avoid stacking non-compatible materials in the same pile.
- e. Cumulative Trauma Injury Prevention. When at all possible, employees who experience repetitive stress type tasks, which involve an extended duration (< 4 hr.) of force, frequency of tasks, vibration, and abnormal body postures, should be rotated to other tasks with dis-similar muscle movements so as to minimize the possibility of Repetitive Stress Injury (RSI) claims.

10. EXCAVATION & TRENCHING

I. OBJECTIVE

This Excavation Safety Program has been developed to protect employees from safety hazards that may be encountered during work in trenches and excavations. This program is intended to assure that:

- A. Employees who perform work in excavations are aware of their responsibilities and know how to perform the work safely.
- B. **Each Contractor or subcontractor shall appoint** one or more individuals to assure compliance with the requirements of this program.
- C. The responsibilities of *the competent person* and workers are clearly detailed.
- D. All persons involved in excavation and trenching work shall receive appropriate training in the safe work practices that must be followed when performing this type of work.

II. ASSIGNMENT OF RESPONSIBILITY

A. Contractor

In administering the Excavation Safety Program, **the Contractor or subcontractor** will:

1. Assign a Responsible Person to oversee all excavation and trenching operations.
2. Monitor the overall effectiveness of the program.
3. Provide atmospheric testing and equipment selection as needed.
4. Provide personal protective equipment as needed.
5. Provide protective systems as needed.
6. Provide training to affected employees and supervisors.
7. Provide technical assistance as needed.
8. Preview and update the program on at least an annual basis, or as needed.

B. Contractor or Subcontractor

The **Responsible Person** acts as the competent person for **the Contractor or Subcontractor** in reference to this program, and must assure that:

1. The procedures described in this program are followed.
2. Employees entering excavations or trenches are properly trained and equipped to perform their duties safely.
3. All required inspections, tests, and recordkeeping functions have been performed.

C. Employees

All employees, including contractor personnel, who work in or around excavations, must comply with the requirements of this program. Employees are responsible for reporting hazardous practices or situations to **their company site management**, as well as reporting incidents that cause injury to themselves or other employees to the designated person for the OCIP.

III. TRAINING

B. Training Schedule

All personnel involved in trenching or excavation work shall be trained in the requirements of this program by **their company or an outside company as appropriate**.

Training shall be performed before employees are assigned duties in excavations.

Retraining will be performed when work site inspections indicate that an employee does not have the necessary knowledge or skills to safely work in or around excavations, or when changes to this program are made.

Training records will be maintained by **The Contractor or Subcontractor as applicable**. Training records may be requested to be kept on site during excavation and trenching operations, and shall include:

1. date of the training program;
2. name(s) of the instructor(s) who conducted the training;
3. a copy of the written material presented; and
4. Name of the employee(s) who received the training.

D. Training Components

The training provided to all personnel who perform work in excavations shall include:

1. The work practices that must be followed during excavating or working in excavations.
2. The use of personal protective equipment that will typically be required during work in excavations, including but not limited to safety shoes, hardhats, and fall protection devices.
3. Procedures to be followed if a hazardous atmosphere exists or could reasonably be expected to develop during work in an excavation.
4. The Cal/ OSHA Excavation Standard.
5. Emergency and non-entry rescue methods, and the procedure for calling rescue services.
6. **Contractor, subcontractor and Port of Oakland OCIP** policy on reporting incidents that causes injury to employees.

E. Training and Duties of Site Management

The Contractor site management and **Competent Person** shall receive the training detailed in this program as well as training on the requirements detailed in the OSHA Excavation Standard. The Contractor site management shall:

1. Coordinate, actively participate in, and document the training of all employees affected by this program.
2. Ensure on a daily basis, or more often as detailed in this program, that worksite conditions are safe for employees to work in excavations.
3. Determine the means of protection that will be used for each excavation project.
4. Ensure, if required, that the design of a protective system has been completed and approved by a registered professional engineer before work begins in an excavation.
5. Make available a copy of this program and the OSHA Excavation Standard to any employee who requests it.

IV. EXCAVATION REQUIREMENTS

A. Utilities and Pre-Work Site Inspection

Prior to excavation, the site shall be thoroughly inspected by **The Competent Person** to determine if special safety measures must be taken.

The Competent Person shall be on site at all times during trenching or excavation work.

B. Surface Encumbrances

All equipment, materials, supplies, permanent installations (i.e., buildings or roadways), trees, brush, boulders, and other objects at the surface that could present a hazard to employees working in the excavation shall be removed or supported as necessary to protect employees.

C. Underground Installations

1. The location of sewer, telephone, fuel, electric, water, or any other underground installations or wires that may be encountered during excavation work shall be

determined and marked prior to opening an excavation. Arrangements shall be made as necessary by **the Competent Person** with the appropriate utility entity for the protection, removal, shutdown, or relocation of underground installations.

2. If it is not possible to establish the exact location of these installations, the work may proceed with caution if detection equipment or other safe and acceptable means are used to locate the utility.
3. Excavation shall be done in a manner that does not endanger the underground installations or the employees engaged in the work. Utilities left in place shall be protected by barricades, shoring, suspension, or other means as necessary to protect employees.

D. Protection of the Public

Barricades, walkways, lighting, and posting shall be provided as necessary for the protection of the public prior to the start of excavation operations.

1. Guardrails, fences, or barricades shall be provided on excavations adjacent to walkways, driveways, and other pedestrian or vehicle thoroughfares.
2. Warning lights or other illumination shall be maintained as necessary for the safety of the public and employees from sunset to sunrise.
3. Wells, holes, pits, shafts, and all similar hazardous excavations shall be effectively barricaded or covered and posted as necessary to prevent unauthorized access. All temporary excavations of this type shall be backfilled as soon as possible.
4. Walkways or bridges protected by standard guardrails shall be provided where employees and the general public are permitted to cross over excavations. Where workers in the excavation may pass under these walkways or bridges, a standard guardrail and toe-board shall be used to prevent the hazard of falling objects.
5. Information on the requirements for guardrails and toe-boards may be obtained by contacting **the Competent Person**

E. Protection of Employees

Stairs, ladders, or ramps shall be provided at excavation sites where employees are required to enter trench excavations over four (4) feet deep. The maximum distance of lateral travel (along the length of the trench) necessary to reach the means of egress shall not exceed 25 feet.

Structural Ramps

1. Structural ramps used solely by employees as a means of access or egress from excavations shall be designed by a competent person
2. Structural ramps used for access or egress of equipment shall be designed by a person qualified in structural design, and shall be constructed in accordance with the design.
3. Ramps and runways constructed of two or more structural members shall have the structural members connected together to prevent movement or displacement.
4. Structural members used for ramps and runways shall be of uniform thickness.
5. Cleats or other appropriate means used to connect runway structural members shall be attached to the bottom of the runway or shall be attached in a manner to prevent tripping.
6. Structural ramps used in place of steps shall be provided with cleats or other surface treatments on the top surface to prevent slipping.

Ladders

1. When portable ladders are used, the ladder side rails shall extend a minimum of three (3) feet above the upper surface of the excavation.
2. Ladders shall have nonconductive side rails if work will be performed near exposed energized equipment or systems.

3. Two or more ladders, or a double-cleated ladder, will be provided where 25 or more employees will be conducting work in an excavation where ladders serve as the primary means of egress, or where ladders serve two-way traffic.
4. Ladders will be inspected prior to use for signs of damage or defects. Damaged ladders will be removed from service and marked with "Do Not Use" until repaired.
5. Ladders shall be used only on stable and level surfaces unless secured. Ladders placed in any location where they can be displaced by workplace activities or traffic shall be secured, or barricades shall be used to keep these activities away from the ladders.
6. Non self-supporting ladders shall be positioned so that the foot of the ladder is one-quarter of the working length away from the support.
7. Employees are not permitted to carry any object or load while on a ladder that could cause them to lose their balance and fall.

F. Exposure to Vehicular Traffic

Employees (on foot) exposed to the hazard of vehicular traffic shall be provided with, and wear warning garments such as vests, jackets, or other suitable garments, manufactured in accordance with the requirements of the American National Standards Institute (ANSI)/International Safety Equipment Association (ISEA) 107-2004, High Visibility Safety Apparel and Headwear.. Warning vests worn by flagmen shall be red or orange, and shall be reflectorized material... Emergency lighting, such as spotlights or portable lights, shall be provided as needed to perform work safely.

G. Exposure to Falling Loads

No employee is permitted underneath loads being handled by lifting or digging equipment. Employees are to be required to stand away from any vehicle being loaded or unloaded to avoid being struck by any spillage or falling materials.

Operators may remain in the cabs of vehicles being loaded or unloaded when the vehicles provide adequate protection for the operator during loading and unloading operations.

H. Warning System for Mobile Equipment

A warning system shall be used when mobile equipment is operated adjacent to the edge of an excavation if the operator does not have a clear and direct view of the edge of the excavation. The warning system shall consist of barricades, hand or mechanical signals, or stop logs. If possible, the grade should be away from the excavation.

I. Hazardous Atmospheres

The Competent Person will test the atmosphere in excavations over four (4) feet deep if a hazardous atmosphere exists or could reasonably be expected to exist. A hazardous atmosphere could be expected, for example, in excavations in landfill areas, areas where hazardous substances are stored nearby, or near or containing gas pipelines.

Adequate precautions shall be taken to prevent employee exposure to atmospheres containing less than 19.5 percent oxygen and other hazardous atmospheres. These precautions include:

1. Providing proper respiratory protection or forced ventilation of the workspace.
2. Forced ventilation or other effective means shall be used to prevent employee exposure to an atmosphere containing a flammable gas in excess of ten (10) percent of the lower flammability limit of the gas.
3. When controls are used that are intended to reduce the level of atmospheric contaminants to acceptable levels, continuous air monitoring will be performed by **the Competent Person**. The device used for atmospheric monitoring shall be equipped with an audible and visual alarm.

4. Atmospheric testing will be performed using a properly calibrated direct reading gas monitor. Direct reading gas detector tubes or other acceptable means may also be used to test potentially toxic atmospheres.
5. Each atmospheric testing instrument shall be calibrated by **the Competent Person** on a schedule and in the manner recommended by the manufacturer. In addition:
 - a. Any atmospheric testing instrument that has not been used within 30 days shall be recalibrated prior to use.
 - b. Each atmospheric testing instrument shall be calibrated at least every six (6) months.
6. Each atmospheric testing instrument will be field checked immediately prior to use to ensure that it is operating properly.

J. Personal Protective Equipment

1. All employees working in trenches or excavations shall wear approved hardhats and appropriate foot protection. .
2. Employees exposed to flying fragments, dust or other materials produced by drilling, sawing, sanding, grinding, and similar operations shall wear approved safety glasses with side shields.
3. Employees performing welding, cutting, or brazing operations, or are exposed to the hazards produced by these tasks, shall wear approved spectacles or a welding faceshield or helmet, as determined by **the Competent Person**.
4. Employees entering bell-bottom pier holes or other similar deep and confined footing excavations shall wear a harness with a lifeline securely attached to it. The lifeline shall be separate from any line used to handle materials and shall be individually attended at all times while the employee wearing the lifeline is in the excavation.
5. Employees shall wear, as determined by **the Competent Person**, approved gloves or other suitable hand protection.
6. Employees using or working in the immediate vicinity of hammer drills, masonry saws, jackhammers, or similar high-noise producing equipment shall wear suitable hearing protection, as determined by **the Competent Person**.
7. Each employee working at the edge of an excavation six (6) feet or more deep should be protected from falling. Fall protection could include guardrail systems, fences, barricades, covers, or a tie-back system meeting OSHA requirements, as determined by **the Competent Person**.
8. Emergency rescue equipment, such as breathing apparatus, a safety harness and line, and a basket stretcher, shall be readily available where hazardous atmospheric conditions exist or may develop during work in an excavation. This equipment shall be attended when in use. Only personnel who have received approved training and have appropriate equipment shall attempt retrieval that would require entry into a hazardous atmosphere. If entry into a known hazardous atmosphere must be performed, then **the Competent Person** shall be given advance notice so that the hazards can be evaluated and rescue personnel placed on standby if necessary.

K. Walkways and Guardrails

Walkways shall be provided where employees or equipment are permitted to cross over excavations. Guardrails shall be provided where walkways, accessible only to on-site project personnel, are six (6) feet or more above lower levels.

L. Protection from Water Accumulation Hazards

1. Employees are not permitted to work in excavations that contain or are accumulating water unless precautions have been taken to protect them from the hazards posed by water accumulation. Precautions may include special support or shield systems to protect from cave-ins, water removal to control the level of accumulating water, or use of safety harnesses and lifelines.

2. If water is controlled or prevented from accumulating by the use of water removal equipment, the water removal equipment and operation shall be monitored by a person trained in the use of that equipment.
3. If excavation work interrupts the natural drainage of surface water (such as streams), diversion ditches, dikes, or other suitable means shall be used to prevent surface water from entering the excavation.
4. Precautions shall also be taken to provide adequate drainage of the area adjacent to the excavation. Excavations subject to runoff from heavy rains shall be reinspected by **the Competent Person** after each rain incident to determine if additional precautions, such as special support or shield systems to protect from cave-ins, water removal to control the level of accumulating water, or use of safety harnesses and lifelines, should be used.
5. **The Competent Person** shall inform affected workers of the precautions or procedures that are to be followed if water accumulates or is accumulating in an excavation.

M. Stability of Adjacent Structures

The Competent Person will determine if the excavation work could affect the stability of adjoining buildings, walls, sidewalks, or other structures.

1. Support systems (such as shoring, bracing, or underpinning) shall be used to assure the stability of structures and the protection of employees where excavation operations could affect the stability of adjoining buildings, walls, or other structures.
2. Excavation below the level of the base or footing of any foundation or retaining wall that could be reasonably expected to pose a hazard to employees shall not be permitted, except when:
 - a. A support system, such as underpinning, is provided to ensure the safety of employees and the stability of the structure;
 - c. the excavation is in stable rock;
 - d. A registered professional engineer has approved the determination that the structure is sufficiently removed from the excavation so as to be unaffected by the excavation activity; or a registered professional engineer has approved the determination that such excavation work will not pose a hazard to employees.
2. Sidewalks, pavements, and appurtenant structures shall not be undermined unless a support system or other method of protection is provided to protect employees from the possible collapse of such structures.
3. Where review or approval of a support system by a registered professional engineer is required, **the Competent Person** shall secure this review and approval in writing before the work begins.

N. Protection from Falling Objects and Loose Rocks or Soil

1. Adequate protection shall be provided to protect employees from loose rock or soil that could pose a hazard by falling or rolling from an excavation face. Such protection shall consist of:
 - a. scaling to remove loose material;
 - b. installation of protective barricades, such as wire mesh or timber, at appropriate intervals on the face of the slope to stop and contain falling material; or benching sufficient to contain falling material.
3. Excavation personnel shall not be permitted to work above one another where the danger of falling rock or earth exists.
4. Employees shall be protected from excavated materials, equipment, or other materials that could pose a hazard by falling or rolling into excavations.
5. Protection shall be provided by keeping such materials or equipment at least two (2) feet from the edge of excavations, by use of restraining devices that are sufficient to prevent materials or equipment from falling or rolling into excavations, or by a combination of both if necessary.

6. Materials and equipment may, as determined by **the Competent Person**, need to be stored further than two (2) feet from the edge of the excavation if a hazardous loading condition is created on the face of the excavation.
7. Materials piled, grouped, or stacked near the edge of an excavation must be stable and self-supporting.

O. Inspection by the Competent Person

1. The **Competent Person**, shall conduct daily inspections of excavations, adjacent areas, and protective systems for evidence of a situation that could result in possible cave-ins, failure of protective systems, hazardous atmospheres, or other hazardous conditions.
2. An inspection shall be conducted by **the Competent Person** prior to the start of work and as needed throughout the shift. Inspections shall also be made after every rainstorm or other hazard-increasing occurrence. These inspections are only required when the trench will be or is occupied by employees.
3. Where the **Competent Person** finds evidence of a situation that could result in a possible cave-in, failure of protective systems, hazardous atmosphere, or other hazardous conditions, exposed employees shall be removed from the hazardous area until precautions have been taken to assure their safety.
4. **The Competent Person** shall maintain a written log of all inspections conducted. This log shall include the date, work site location, results of the inspection, and a summary of any action taken to correct existing hazards.

V. PROTECTIVE SYSTEM REQUIREMENTS

A. Protection of Employees

1. Employees in an excavation shall be protected from cave-ins by using either an adequate sloping and benching system or an adequate support or protective system. The only exceptions are:
 - a. excavations made entirely in stable rock; or
 - b. Excavations less than five (5) feet in depth where examination of the ground by **the Competent Person** provides no indication of a potential cave-in.
2. Protective systems shall be capable of resisting all loads that could reasonably be expected to be applied to the system.

B. Design of Sloping and Benching Systems

The slope and configuration of sloping and benching systems shall be selected and constructed by **the Competent Person** in accordance with the following options:

1. Allowable configurations and slopes
 - a. Excavations shall be sloped at an angle no steeper than one and one-half (1 ½) horizontal to one (1) vertical (34 degrees measured from the horizontal), unless one of the options listed below is used.
 - b. Slopes shall be properly excavated depending on soil type as required by Cal/OSHA.
2. Determination of slopes and configurations using Cal/OSHA Appendices A and B of excavation regulations
 - a. The maximum allowable slopes and allowable configurations for sloping and benching systems shall meet the requirements set forth in these appendices.
3. Designs using other tabulated data
4. The design of sloping or benching systems may be selected from, and shall be constructed in accordance with, other tabulated data, such as tables and charts. The tabulated data used must be in written form and include the following:
 - a. Identification of the factors that affect the selection of a sloping or benching system.
 - b. Identification of the limits of the use of the data, including the maximum height and angle of the slopes determined to be safe.

- c. Other information needed by the user to make correct selection of a protective system.
 - d. At least one copy of the tabulated data that identifies the registered professional engineer who approved the data shall be maintained at the jobsite during construction of the protective system. After that time, the data may be stored off the jobsite, and shall be maintained by **the Competent Person**.
5. Design by a registered professional engineer
- a. Sloping or benching systems designed in a manner other than those described in the preceding three options shall be approved by a registered professional engineer.
 - b. Designs shall be in written form and shall include at least the following information:
 - i. the maximum height and angle of the slopes that were determined to be safe for a particular project; and
 - ii. the identity of the registered professional engineers who approved the design.
 - c. At least one copy of the design shall be maintained at the jobsite while the slope is being constructed. After that time, the design may be stored off the jobsite, and shall be maintained by **the Competent Person**.

C. Design of Support, Shield, and Other Protective Systems

The design of support systems, shield systems, and other protective systems shall be selected and constructed by **the Competent Person** in accordance with the following requirements:

1. Designs using Cal/OSHA, Appendices A, C and D
 - a. Timber shoring in trenches shall be designed in accordance with the requirements of the OSHA guidelines.
 - b. Aluminum hydraulic shoring shall be designed in accordance with the manufacturer's tabulated data or the requirements of the Cal/OSHA guidelines.
2. Designs using manufacturer's tabulated data
 - a. Support systems, shield systems, and other protective systems designed from manufacturer's tabulated data shall be constructed and used in accordance with all specifications, recommendations, and limitations issued or made by the manufacturer.
 - b. Deviation from the specifications, recommendations, and limitations issued or made by the manufacturer shall be allowed only after the manufacturer issues specific written approval.
 - c. Manufacturer's specifications, recommendations, and limitations, as well as the manufacturer's written approval to deviate from the specifications, recommendations, and limitations, shall be kept in written form at the jobsite during construction of the protective system(s). After that time, the information may be stored off the jobsite, and shall be maintained by **the Competent Person**.
3. Designs using other tabulated data
 - a. Designs of support systems, shield systems, and other protective systems shall be selected from and constructed in accordance with tabulated data, such as tables and charts.
 - b. The tabulated data shall be in written form and shall include all of the following:
 - i. identification of the factors that affect the selection of a protective system drawn from such data;
 - ii. identification of the limits of the use of such data; and
 - iii. information needed by the user to make a correct selection of a protective system from the data.
 - c. At least one written copy of the tabulated data, which identifies the registered professional engineer who approved the data, shall be maintained at the jobsite

- during construction of the protective system. After that time, the data may be stored off the jobsite, and shall be maintained by **the Competent Person**.
4. Design by a registered professional engineer. Support systems, shield systems, and other protective systems designed in a manner other than the preceding three options shall be approved by a registered professional engineer.
 - a. Designs shall be in written form and shall include:
 - i. a plan indicating the sizes, types, and configurations of the materials to be used in the protective system; and
 - ii. the identity of the registered professional engineer who approved the design.
 - b. At least one copy of the design shall be maintained at the jobsite during construction of the protective system. After that time, the design may be stored off the jobsite, and shall be maintained by **the Competent Person**.

D. Materials and Equipment

1. Materials and equipment used for protective systems shall be free from damage or defects that might affect their proper function.
2. Manufactured materials and equipment used for protective systems shall be used and maintained in accordance with the recommendations of the manufacturer, and in a manner that will prevent employee exposure to hazards.
3. When materials or equipment used for protective systems are damaged, **the Competent Person** shall ensure that these systems are examined by a competent person to evaluate suitability for continued use. If the competent person cannot assure that the material or equipment is able to support the intended loads or is otherwise suitable for safe use, then such material or equipment shall be removed from service.
5. The material or equipment shall then be evaluated and approved by a registered professional engineer before being returned to service.

E. Installation and Removal of Supports

1. General
 - a. Members of support systems shall be securely connected together to prevent sliding, falling, kick-outs, or other potential hazards.
 - b. Support systems shall be installed and removed in a manner that protects employees from cave-ins, structural collapses, or from being struck by members of the support systems.
 - c. Individual members of the support systems shall not be subjected to loads exceeding those that they were designed to support.
 - d. Before temporary removal of individual support members begins, additional precautions shall be taken as directed by **the Competent Person** to ensure the safety of employees (i.e., the installation of other structural members to carry the loads imposed on the support system).
 - e. Removal of support systems shall begin at, and progress from, the bottom of the excavation. Members shall be released slowly. If there is any indication of possible failure of the remaining members of the structure or possible cave-in of the sides of the excavation, the work shall be halted until it can be examined by **the Competent Person**.
 - f. Backfilling shall progress in conjunction with the removal of support systems from excavations.
2. Additional Requirements
 - a. Excavation of material to a level no greater than two (2) feet below the bottom of the members of a support system is allowed, but only if the system is designed to resist the forces calculated for the full depth of the trench. There shall be no indications of a possible loss of soil from behind or below the bottom of the support system while the trench is open.

- b. Installation of a support system shall be closely coordinated with the excavation of trenches.

F. Sloping and Benching Systems

Employees are not be permitted to work above other employees in the faces of sloped or benched systems, except when employees at lower levels are protected from the hazards of falling, rolling, or sliding material or equipment.

G. Shield Systems

1. General

- a. Shield systems shall not be subjected to loads that are greater than those they are designed to withstand.
- b. Shields shall be installed in a manner that will restrict lateral or other hazardous movement of the shield and could occur during cave-in or unexpected soil movement.
- c. Employees shall be protected from the hazard of cave-ins when entering or exiting the areas protected by shields.
- d. Employees are not permitted in trenches when shields are being installed, removed, or moved vertically.

2. Additional Requirements

- a. Excavation of material to a level no greater than two (2) feet below the bottom of the shield system is allowed, but only if the system is designed to resist the forces calculated for the full depth of the trench.
- b. There shall be no indications of a possible loss of soil from behind or below the bottom of the shield system while the trench is open.

VI. ACCIDENT INVESTIGATIONS

All incidents that result in injury to workers, as well as near misses, regardless of their nature, shall be reported and investigated. Investigations shall be conducted by The Port of Oakland OCIP safety personnel, Engineering as well as the Contractor and subcontractors involved. The investigation shall start as soon after an incident as possible to identify the cause and means of prevention to eliminate the risk of reoccurrence.

VII. CHANGES TO PROGRAM

Any changes to the Excavation Safety Program shall be approved by Port of Oakland OCIP Safety Personnel, and shall be reviewed by a qualified person as the job progresses to determine additional practices, procedures, or training needs necessary to prevent injuries. Affected employees shall be notified of procedure changes, and trained if necessary. A copy of this program shall be maintained at the jobsite by The Contractor.

11. CONCRETE & MASONRY

All concrete and masonry work will be conducted in a safe manner, consistent with the general and specific rules listed below within this Section 3 - Code of Safe Practices.

Site specific policies and procedures include the following:

- Appropriate personal protective equipment (PPE) such as hard-hats, protective eye wear with side shields, gloves, boots, in-line respirators, etc, will be required by all site personnel and delivery contractors/vendors when the exposure warrants such use.
- Job Hazard Analysis forms will be completed prior to all major pours identifying proposed equipment set-up area, employee safe access and egress, lighting, truck staging area, wash off areas, and pertinent pre-planning for safety issues, etc.
- All concrete pumpers will operate with the outriggers fully extended. Dunnage (wood pads 1/3 larger than outrigger pad base) will be provided under the outriggers in all cases.
- All impalement exposures such as reinforcement re-bar shall be capped prior to conducting work within or around the exposure.
- Fall protection requirements consistent with this manual shall be adhered to at all times. Positioning belts are not considered adequate fall protection unless utilized in conjunction with full body harnesses and lanyards attached to an approved anchorage point.
- All concrete and re-bar material handling activities shall comply with applicable OSHA Regulations and the requirements of this manual.

All concrete and masonry construction activities should adhere to California OSHA regulations as listed below:

- a) Concrete mixers equipped with 1-yard, or larger, loading skips shall be provided with a device to clear the skip of material. Skip clearing shall not be done by a worker standing under or near a raised skip while striking it with a hand-held implement.
- b) On concrete mixers of 1 yard capacity, or larger, guardrails of pipe or similar material shall be provided on each side of the dangerous area under the raised skip.
- c) Handles on bull floats shall be constructed of nonmetallic and non-conductive material.
- d) Concrete troweling machines--of the powered, rotating-blade type--that are guided manually shall be equipped with a control or switch that will automatically shut off the power whenever the operator's hands are removed from the equipment handles.
- e) Mortar, Plaster or Fireproofing Mixers.
 - (1) Grid guards on mortar plaster or fireproofing mixers of 1 yard capacity or smaller shall have a grid opening not to exceed 4 inches square with a minimum clearance of 5 inches from the top of the grid guard to the top of the mixing paddles.
 - (2) All mortar, plaster or fireproofing mixers of 1 yard capacity or smaller ordered or purchased after the effective date of this regulation shall be equipped with grid guards with an opening not to exceed 4 inches square with a minimum clearance of 5 inches from the top of the grid guard to the top of the mixing paddles.
- f) Tremies. Sections of tremies and similar concrete conveyances shall be secured with wire rope in addition to the regular couplings or connections.

12. CRANES

- a. Critical Lift Guidelines. This procedure provides guidance for control of lifts with cranes which are considered to be "critical" lifts and not repetitive lifts. Lifts that fall into this category are those which:
- i. Exceed 75% of the crane's rated capacity for the crane configuration.
 - ii. Require two cranes to make the lift.
 - iii. Must operate in close proximity to high voltage overhead power/transmission lines or are located such that the load or the crane boom could fall onto electric power lines, transformers, pipelines, or vessels or reactors containing flammable, explosive, or hazardous gases or liquids, etc.
 - iv. Utilize poles and derricks that have been erected for a specific lift.
 - v. Must operate in close proximity to airport operations.

Crane configuration as used in this procedure refers to variable parts of the crane such as boom length, boom angle, counterweight, outriggers extended and set, tracks extended or retracted, and various attachments (jib, headache ball, load block, lifting devices, etc.). All these items affect the gross capacity of the crane and shall be taken into consideration prior to lift.

A "Crane Lift" Permit will be completed by the responsible employer prior to making any "critical lift". After the permit has been completed by the supervisor, The OCIP Safety Representative and/or Port Safety personnel will review the lift permit with the contractor's safety representative in the order listed on the permit. A copy of the permit will be placed in the cab of the lift-crane and the original will be filed in the contractors Project Managers office.

If, in completing the permit, it is determined the lift equals or exceeds 95% of the crane configuration capacity for the greatest radius the load will achieve during pick, swing or set, the lift will not be made. If, changing the crane configuration within the manufacturing specifications, a greater gross capacity may be gained, the change shall be made. If not, a larger capacity crane shall be ordered and used.

- b. Other Hazards. For any electrical or other hazard(s) involved or associated with the operations, the appropriate hazard permit(s) will also be completed prior to the lift.
- c. Operation of Any Crane.

The Contractor shall:

- i. Ensure that only crane operators who have experience and are qualified with a particular piece of equipment be assigned to perform lifting operations.
- ii. Shall ensure that equipment must not be assembled or used unless ground conditions are firm , drained, and graded to a s sufficient extent so that, in conjunction (if necessary) with the use of supporting materials, the equipment manufacturer's specifications for adequate support and degree of level of the equipment are met. The requirement for the ground to be drained does not apply to marshes/wetlands.
- ii. Survey the specific area where the crane will be operating, making certain that all interfering conditions and factors are pointed out to the operator, and that appropriate preventive action is taken prior to the start of operation.
- iii. Provide adequate job instruction to the operator.

- iv. Specifically instruct the operator that if any Portion of the machine does not function properly, the machine is to be stopped, the Supervisor is to be contacted, and further instructions will be delivered.
- v. Instruct the operator that he/she must be able to see the boom tip at all times. Be certain to keep height of rig below the limits established by the manufacturer
- vi. Ensure proper operating and mechanical condition of the machine.
- vii. Exercise extremely good judgment about being present, and directly contributing to the handling of extremely heavy or difficult lifts.
- viii. Have the swing radius of the counterweight barricaded with red Danger tape.
- ix. Keep two pairs of orange gloves or vests on the crane to be used by flagmen to distinguish themselves from other personnel.
- x. Outriggers will be fully extended on all lifts and appropriate blocking (4X4' blocks - size 1/3 larger than the pads) will be required when safety management deems necessary. Lifting without the use of outriggers is strictly prohibited.

The Crane Operator and/or Oilman shall also:

- i. Survey the specific area in which the crane will be working making certain that all interfering conditions and factors are noted and that appropriate preventative action is planned and implemented before starting operation.
- ii. Give adequate job instructions to all personnel concerned (especially the riggers).
- iii. Assign a signal person (or more if required) who is knowledgeable about rigging practices, crane capacity and operating procedures to provide all signals to the crane operator.
- iv. Fully instruct the signal person as to the planned use of the crane. In all cases involving assignment of one flagman or multiple flagmen, ensure that each understands his/her responsibilities.
- v. Whenever there is any question that the weight of a load to be handled or that the handling requirements of a particular load might overload the crane, the foreman shall have the weight of the load confirmed (by contacting the vendor directly or by some other means).

The signal person must be present at all times whenever:

- i. The crane is to be working within a boom's length of an electric power line(s).
- ii. The operator cannot clearly see the hook or load at times or when the rig is being backed up.

The signal person shall also:

- i. Position himself/herself in full view of the operator and, if using hand signals be close enough for the signals to be seen clearly. His/her position shall allow a full view of the load and equipment at all times, yet be such that there is no danger of being injured.
- ii. Be fully qualified by experience, knowledgeable in the operation, and able to coordinate actions with the crane operator by signals.
- iii. Be responsible for keeping all unauthorized personnel beyond the crane's operating radius.
- iv. Direct the load, ensuring that it never passes over other personnel.
- v. Stay in constant communication with the crane operator by using approved hand signals, radio, sound-powered phones, or equivalent means of communication.

Cranes - Crawlers, Truck and Wheel Mounted. Contractor shall ensure and provide certification information as required by OSHA for all cranes prior to site entry. Certification information shall verify that a thorough, annual inspection of the equipment has been made by a competent person. Equipment owners are required

by OSHA to maintain a record of the dates and results of inspections for each hosting machine and piece of equipment.

Operators - Cranes shall be operated by designated operators licensed by an approved agency, trainees under the direct supervision of the designated operator, Inspectors certified for crane inspection, and test and maintenance personnel when necessary. No one other than the crane operator shall be in or on the crane when in operation. Exceptions are oilers whose duties may require their presence.

Prior to lifting loads over workers, the operator shall sound his/her horn and warn others of overhead loads.

13. RIGGING

- a. General. This procedure provides guidance for the protection of personnel engaged in rigging operations.
- b. Wire Rope. Reels of wire rope must not be dropped from a car or truck. To keep the wire rope clean and dry during storage, it should be coated with a protective material to seal out air and moisture. Whether in storage or in use, all wire rope should be kept well lubricated. Wire rope will not be stored where it might be exposed to acid fumes or other corrosive agents.

All rigging material will be required to be visually inspected for damage and excessive wear prior to each lift, and, if found defective, removed from site.

To avoid kinks, the reel of wire rope must be mounted on jacks or a turntable to allow it to revolve as rope is pulled off. During installation, the rope should be made to turn the same direction off the reel as onto the drum to avoid reverse bends. During the break in period, the new rope should be run without a load. The first load should be gradually increased to set the wire.

Wire rope will be discarded when found to contain: Six randomly distributed broken wires in one rope lay, three broken wires in one strand of one rope lay, or when the rope shows signs of excessive wear, kinks, corrosion, or other defects. Wire ropes with splices will not have less than three tucks. "U" bolt wire rope clips will be applied so that the "U" section is in contact with the "dead end" of the rope.

- c. Slings. All slings and their fittings and fastenings shall be inspected prior to use, and as necessary during use, by a competent person for evidence of overloading, excessive wear, or other damage.

Defective slings shall immediately be removed from service and destroyed.

Proper storage shall be provided for slings, etc.

Protection shall be provided between the sling and any sharp, unyielding surfaces.

- d. Drums and Sheaves. The size of drums and sheaves will vary according to the size and flexibility of the cable. The sheaves will be of the proper size and flexibility of the cable.

The sheaves will be of the proper size so as not to pinch the cable. The grooves of drums and sheaves should be kept smooth, free of burrs or defects. Sheaves, drums, and rollers should be properly aligned. Misalignment causes excessive wear to the cable and, over a period of time, may wear off an entire flange of sheaves. Over winding and cross-winding should be avoided; either will abrade and distort the rope.

Check the groove diameter of all sheaves with a "groove gauge". Using wire rope in an oversized sheaf causes the rope to become flattened or distorted; using undersized grooves will pinch and tear the strands of wire. Check the sheaves and blocks for worn bearings. Allowing the sheaves to wobble on the pins will cause the wire rope to rub and wear the sides of the sheaves' throat.

- e. Rigging Operations. When temporary rigging such as wire rope lashing, come-along, chain falls, etc., are used for support during all erection sequences for machines, piping, platforms, walkways, and steel members such rigging shall not be removed

until all leveling and alignment is complete and the item is secured in its permanent location.

Rigging equipment will be inspected before each use, and as necessary during its use, to ensure that it is sound. All rigging equipment including, but not limited to, slings (wire and nylon), chain-falls, come-along, spreaders, lifting beams, etc., shall be inspected on a quarterly basis. Records will be maintained and copied to the Safety Coordinator. The inspection shall be performed by a competent person and the rigging equipment color coded in accordance with the Ground Fault Protection suggested color code for the quarter.

Defective rigging equipment will be removed from service immediately and repaired or destroyed.

Rigging equipment, including shackles and hooks, will not be loaded in excess of its manufacturer's recommended safe working load. Special custom designed grabs, hooks, clamps, etc., shall be marked to indicate safe working loads and shall be proof-tested prior to use to 125 percent of their rated loads.

Job or shop hooks formed from bolts, rods, re-bar, etc., will not be used. Multi Lift Rigging Procedures (Christmas Treeing) will be performed within the specifications listed in the Cal/OSHA regulations 8CCR: 1710 d (2), or specifications established by the Contractor, whichever is most stringent.

14.

SCAFFOLDS

- a. Avoid Overloading. Do not overload a scaffold. A safety factor of 4 shall be used for support loads. Footing and or anchorage shall be sound, rigid and capable of carrying the maximum intended load without settling or displacement.
- b. Guardrails. Do not work on scaffolds without adequate guard rails and toe boards. Securely attached railings as provided by the scaffold manufacture, or other material equivalent in strength shall be installed on open sides and ends of work platforms 6' feet or more above grade. Note: Toe boards or side screens may also be required. Guardrails shall be 2x4 inches wood stud or steel tubing, approximately 42 inches high, with a 1x6 inch or metal tubing midrail. The top rail must be capable of supporting a 200 lb. load (vertical & horizontal) and the midrail must be capable of withstanding a 150 lb. load (vertical & horizontal) without failure. Supports shall not be spaced more than 8 feet apart. Toe boards shall be a minimum of 4 inches (nominal) high.
- c. Inspection. Inspect the scaffold before you use it to be sure it is safe and without defects. Do not work on slippery or snow-covered scaffolding until it is cleared or sanded. No scaffolding shall be moved, erected, dismantled or altered except under the supervision of a qualified person.
- d. Makeshift Scaffolds. Makeshift scaffolds are not permitted. Scaffolds shall be constructed in a safe manner using approved scaffold planking. Make certain the scaffold is placed on a firm footing. All manufactured scaffold planking including, but not limited to, engineered wood products, laminated veneer lumber, metal composite, plastic, or any other manufactured planks shall be capable of supporting, without failure, its own weight and 4 times the maximum intended working (live) load. Prior to being put into service, all solid sawn wood scaffold planks shall be certified by, or bear the grade stamp of a grading agency approved by the American Lumber Standards Committee.
 - . All scaffold planks shall be visually inspected for defects before use each day.

Scaffolding planks shall extend over their end supports not less than 6 inches or more than 18 inches. All planking shall overlap a minimum of 12 inches or be secured from movement.

A minimum of 2 planks shall be placed together to provide use. Single plank operations are forbidden. Planks must be at least 10 inches (nominal) wide and free of defects.

- e. Rolling Scaffolds. Dismount scaffold when it is to be moved. Be sure to lock the wheels before remounting. Also remove or secure tools and materials before moving scaffold. Outriggers shall be used on all sides of the scaffolding when working from scaffolds which exceed the 3 to 1 height/width ratio.
- f. Access. An access ladder or equivalent safe access shall be provided. Employees are not to climb up the side of the scaffold unless the scaffold structure is designed for ladder use.

15. STEEL ERECTION

All steel erection work will be conducted in a safe manner, consistent with the general and specific rules listed within the Code of Safe Practices, as relating to tools/equipment use and safe practices.

All steel erection construction activities shall adhere to CAL OSHA Regulations, and this OCIP Safety Manual.

- a) During the final placing of solid web structural members, the load shall not be released from the hoisting line until the members are secured with not less than two bolts, or the equivalent at each connection to keep members from rolling and to sustain anticipated loads. Bolts shall be drawn up wrench tight.
- b) Open web steel joists shall not be placed on any structural steel framework unless such framework is safely bolted or welded.
- c) In steel framing where bar joists are utilized and columns are not framed in at least two directions with structural steel members, a bar joist shall be field-bolted at columns to provide lateral stability during construction.
- d) Where long span joists or trusses, 40 feet or longer, are used rows of bridging shall be installed to provide lateral stability during construction prior to slacking of hoisting line.
- e) No load shall be placed on open web steel joists until these requirements are met.
- f) Containers used to manually lift materials must have manufactured labeled capacity ratings.
- g) Permanent Flooring--Skeleton Steel Construction in Tiered Buildings.
- h) The permanent floors shall be installed as the erection of structural member's progresses, and there shall be not more than eight stories between the erection floor and the uppermost permanent floor, except where the structural integrity is maintained as a result of the design.
- i) At no time shall there be more than four floors or 48 feet of unfinished bolting or welding above the foundation or uppermost permanently secured floor.
- j) Where skeleton steel is being erected, a tightly planked and substantial floor shall be maintained within two stories or 30 feet, whichever is less, below and directly under that Portion of each tier of beams on which any work is being performed. EXCEPTION: When gathering and stacking temporary floor planks on a lower floor in preparation for transferring planks for use on an upper floor.
- k) When gathering and stacking temporary floor planks, the planks shall be removed successively, working toward the last panel of the temporary floor so that the work is always done from the planked floor.
- l) When gathering and stacking temporary floor planks from the last panel, the employees assigned to such work shall be protected by full body safety harnesses with safety lines attached to a catenary line or other substantial anchorage.
- m) All steel workers, including connectors, shall adhere to the 100% - 6 foot fall protection program.

16. ROOFING

All roofing work will be conducted in a safe manner, consistent with the Cal OSHA regulations and specific rules listed within the Code of Safe Practices, as relating to tools/equipment use and safe practices. (With the exception that all roofing operations 6' or more in height will require fall protection)

Site specific policies and procedures include the following:

- No knotted hand lines shall be used.
- Roofers tending kettles or carrying buckets of hot tar shall wear gloves that fit snugly at the wrists and long sleeved shirts fastened at the wrists.
- At no time while handling or exposed to injury from hot tar, should a roofer work without a shirt or appropriate footwear.
- Appropriate Portable fire extinguishers shall be kept at or near the kettle, attached, if practicable, to the tongue of the kettle, away from the danger zone.
- Kettle covers should be equipped with a handle that projects at least 14 inches away from the surface of the cover or lid.
- Kettle covers shall be closed and latched when in transit and the kettle should be slop-proof when cover is closed.
- When parked, means shall be provided to prevent inadvertent movement of the kettle.
- Ladders should be used with great caution, and roof gutters should not be depended upon for support.
- Safe access and egress to the work area shall be provided with fall protection measures consistent with] the requirements of this manual.
- Workers handling buckets of hot tar should not carry anything that will interfere with the safety of **this operation**.

17. **FIRE PREVENTION AND HAZARD COMMUNICATION PROGRAM (Haz-Com)**

The Haz-Com program must be in writing and must be available on request to employees, their representatives, and Cal/OSHA. Material Safety Data Sheets (MSDS and or (SDS's) Safety Data Sheets) must be provided by the Contractor one week prior to any hazardous substance being brought on site. The Contractor will review the MSDS and or SDS's and comment on storage practices/location and practices surrounding use. MSDS's and or SDS's must be readily accessible to all employees.

- a. Cleaning Agents. Explosive liquids will not be used as cleaning agents. Use only approved cleaning fluids.
- b. Combustible Materials. Gasoline and similar combustible liquids will be stored in secure "approved" containers and in an area free from burning hazards.

Extreme caution must be used when handling or working around corrosive liquids. In low concentrations, these chemicals can be simply washed from skin or clothing. Higher concentrations can burn skin and dissolve some fabrics. Corrosives splashed in the eye should be considered a potentially serious injury and the injured person examined by the physician as soon as possible after initial first aid.

- (1) Check the label of any chemical product before using.
 - (2) Protective equipment **must be worn** when transferring or working with liquid corrosives.
 - Chemical splash-proof goggles with a face shield
 - Rubber high-gauntlet gloves
 - Rubber boots
 - An approved respirator for the chemical being handled, if required.NOTE: Respirator use is carefully regulated by the Port.
 - (3) Seek first aid or medical treatment for exposure.
 - (4) Avoid breathing dust, gases, or vapors.
 - (5) Locate the nearest safety deluge shower and eye wash fountain to your work area before handling corrosive solutions or solids. A garden hose can be used in an emergency in remote locations.
 - (6) Do not mix household chlorine bleach (sodium hypochlorite) with other cleaners. Mixing with other acidic cleaners (e.g. toilet cleaners) may generate dangerous chlorine gas.
 - (7) Refer to MSDS for information on chemicals.
 - (8) When diluting acid with water always add the concentrated acid to the water slowly. Do not add water to acid for strength adjustments.
 - (9) Lead-acid batteries (car, truck, and auxiliary power supplies) must be handled with care. The electrolyte is sulfuric acid (H₂SO₄). Avoid contact on clothing, skin or in eyes. In the case of exposure, flush with clean water for 15 minutes and seek medical attention.
- c. Combustible Materials. Keep all heat sources away from combustible liquids, gases or other flammable materials. When not in use, store combustible materials in a well ventilated, cool place.
 - d. Fire Extinguisher. A Portable fire extinguisher, rated not less than 2A, shall be provided for each 3,000 square feet of floor area. Travel distance from any point of the protected area to the nearest fire extinguisher shall not exceed 75 feet.

Do not remove or tamper with fire extinguisher installed on equipment or vehicles or in other locations unless authorized to do so or in case of fire. Portable approved fire extinguishers will be required on site and within the areas involving of all welding, cutting, soldering and roofing operations.

- e. Fire Fighting Equipment. Firefighting equipment must be kept free from obstacles, equipment, materials and debris that could delay emergency use of such equipment. Familiarize yourself with the location and use of the project's firefighting equipment.
- f. Smoking and Fires. Smoking is prohibited within the structures. Extinguish all matches, cigarettes, cigars and pipe tobacco before discarding. Do not smoke while fueling equipment or while in close proximity to refueling areas. Never leave open fires unattended.
- g. Storage. Storage of flammable substances on equipment or vehicle is prohibited unless such unit has adequate storage area designed for such use.
- h. Hot Work & Cutting Permits. All welding, barbecues, hot work, cutting, and ignition producing construction activities will be required to undergo a "Hot Work/Cutting Permit" system.

NOTE: The Port of Oakland does not expect any employee to put their physical well-being in danger by trying to extinguish a fire. If there is any threat to your personal safety, leave the area and wait for the Fire Department to arrive.

18. **CONFINED SPACE**

Each contractor is responsible for evaluating all potential confined spaces and developing an entry permit program based upon the Cal-OSHA standards.

A written confined space program should be within the Contractor's or sub-contractors safety manual and be consistent with CAL-OSHA regulations (Title 8 CCR Section 5156, 5157 and/or 5158). A detailed plan of work and exposure mitigation shall be submitted to Contractor one week prior to actual confined space entry operations.

The Contractor's Safety representative will actively review and approve the confined space entry permit procedures.

19. SITE VEHICLE OPERATIONS

The OCIP Insurance Program does not provide coverage for contractor nor vendor owned and operated vehicles.

Personal passenger vehicles shall remain off the construction site and within designated parking areas. Parking of personal vehicles on the construction site is prohibited.

Site speed limits will be posted and enforced.

Employees are not allowed to ride within vehicles on site unless an adequate number of seat belts are provided in relation to the number of riders. Employees are not allowed to ride in the back of truck beds at any time.

Vehicles shall have a service brake system, an emergency brake system, and a parking brake system. These systems may use common components, and shall be maintained in operable condition.

Whenever visibility conditions warrant additional light, all vehicles, or combinations of vehicles, in use shall be equipped with at least two headlights and two taillights in operable condition.

All vehicles, or combination of vehicles, shall have brake lights in operable condition regardless of light conditions.

Vehicles with cabs shall have windshields and powered windshield wipers. Cracked or broken windshields shall be replaced promptly. Where fogging or frosting of windshields is prevalent, operable defogging or defrosting equipment shall be required.

Tools and material shall be secured to prevent movement when transported in the same compartment with employees.

Vehicles used to transport employees shall have seats firmly secured and adequate for the number of employees to be carried.

Vehicles on construction sites, not covered by the provisions of 1596 (g) or applicable provisions of the State of California Motor Vehicle Code shall have installed seat belts and anchorage's meeting the requirements of 49 CFR Part 571 (Department of Transportation, Federal Motor Vehicle Safety Standards).

The employer shall require the use of seat belts.

Vehicles excluded from provisions of 1591 and the State of California Motor Vehicle Code shall be equipped with fenders or, if vehicle is not designed for fenders, mud flaps.

Vehicles not covered under other sections shall be checked at the beginning of each shift to assure that the following parts, equipment, and accessories are in safe operating condition and free of apparent damage that could cause failure while in use: service brakes, including trailer brake connections; parking system (hand brake); emergency stopping system (brakes); tires; horn; steering mechanism; coupling devices; seat belts; operating controls; and safety devices. All defects shall be corrected before the vehicle is placed in service. These requirements also apply to equipment such as lights, reflectors, windshield wipers, defrosters, fire extinguishers, etc., where such equipment is necessary.

Where vehicles are operated, temporary covers for conduits, trenches and manholes and their supports, when located in roadways and vehicular aisles, shall be designed to carry at least 2 times the maximum intended vehicular live load and they shall be designed and installed as to prevent accidental displacement.

20. TRAFFIC CONTROL & FLAGGERS

Where a hazard exists to employees because of traffic or haulage conditions at work sites that encroach upon public streets or highways, a system of traffic controls in conformance with the "California Manual on Uniform Traffic Control Devices for Streets and Highways, September 26, 2006," which is herein incorporated by reference and referred to as the "Manual", published by the State Department of Transportation, shall be required so as to abate the hazard. Additional means of traffic control, such as continuous patrol, detours, barricades, or other techniques for the safety of employees may be employed. Criteria for position, location and use of traffic control devices described in the "Manual" should be utilized as a guide for the correct placement of safety devices.

Employees (on foot) exposed to the hazard of vehicular traffic shall wear warning garments such as vests, jackets, or shirts manufactured in accordance with the requirements of the American National Standards Institute (ANSI)/ International Safety Equipment Association (ISEA). During hours of darkness, warning garments shall be reflective. The reflective material shall be visible at a minimum of 1,000 feet. The reflective clothing, or the reflective material added to the clothing, shall have a minimum of one horizontal stripe around the torso. White outer garments with reflective material that meets the above requirements may be worn during hours of darkness in lieu of colored vests, jackets and/or shirts.

A flagger or flaggers shall be utilized at locations on a construction site where barricades and warning signs cannot control the moving traffic. Unless this section provides differently, the number of flaggers required and matters regarding the deployment of the flagger or flaggers shall be according to the California Manual on Uniform Traffic Control Devices for Streets and Highways, September 26, 2006, published by the State Department of Transportation (the Manual), which is herein incorporated by reference.

When a flagger or flaggers are required, they shall be placed in relation to the equipment or operation so as to give effective warning.

Placement of warning signs shall be according to the Manual.

Flaggers shall wear warning garments such as vests, jackets, or shirts manufactured in accordance with the requirements of the American National Standards Institute (ANSI)/International Safety Equipment Association (ISEA), High Visibility Safety Apparel and Headwear.

During the hours of darkness, flaggers' stations shall be illuminated such that the flagger will be clearly visible to approaching traffic and flaggers shall be outfitted with reflectorized garments. The reflective material shall be visible at a minimum distance of 1,000 feet. The reflective clothing, or the reflective material added to the clothing, shall have a minimum of one horizontal stripe around the torso. White outer garments with reflective material that meets the above requirements may be worn during hours of darkness in lieu of colored vests, jackets and/or shirts.

Flaggers shall be trained in the proper fundamentals of flagging moving traffic before being assigned as flaggers.

AVIATION CODE OF SAFE PRACTICES FOR AIRPORTS

The Airport emergency telephone number is 911.

Airport Operations Center (AOC) telephone number is (510) 563-3361

Or

3-3361 from any white courtesy phone.

ADVISORY CIRCULAR

Please consult Advisory Circular AC No: 150/5370-2F for additional information on Operational Safety on Airports during Construction.

SECURITY

In order to work unescorted inside the Airport's Secure and Sterile Areas you must obtain and possess a valid and current OAK Security Identification Area (SIDA) Badge and have passed a Criminal History Records Check (CHRC) and TSA Threat Assessment.

Security clearance is controlled by the Airport Badge Office. Contractors will obtain approval for such clearance by the Port's Department of Engineering.

Anyone with security clearance has the right and obligation to question individuals in restricted areas who do not display the proper badge. It is the responsibility of all badged personnel ~~particularly Port employees,~~ to help maintain Airport Security and immediately report suspicious persons, activities, or circumstances to Airport Operations.

All individuals are responsible for securing any doors or gates that they may access and must ensure they are properly secure before leaving the area. This includes all vehicle gates and automatic doors. Refer to Security requirements as provided in the Contract specifications.

DRIVING AND GENERAL SAFETY

Airport driving rules can be found in "Air Operations Area (AOA) Pedestrian and Ground Vehicle Rules" Safety Directive 406.2" Anyone driving inside the AOA must first attend non-movement area training and pass a computerized test. Successful badge holders will have a non-movement area icon imprinted in their badge. – In general, the following rules apply:

1. Aircraft always have the right of way.
2. - All vehicles must have identifying placard signs on both their drivers and passenger side doors (magnetic signs are OK). Escorted vehicles must remain close to the escort at all times.
3. The speed limit is 15 mph or slower, if conditions warrant.
4. Obstructions that may affect air traffic must be lighted and flagged in accordance with FAA Advisory Circular 70/7460-1K Obstruction Marking and Lighting.
5. Maintain radio communication with the Air Traffic Control Tower (ATCT) when driving on or near the movement area. Comply with any tower instructions.
6. Do not park or drive under any portion of an aircraft or loading bridge.
7. Maintain the following clearances behind running jet engines:
 - 747, 757, 767, DC-10, MD-11: 400 feet
 - All others: 200 feet
8. All hot work (welding, torch, cutting, etc.) must first be cleared with Airport Utilities and the Port's Department of Engineering and a fire watch must be posted.

RUNWAY ENDS.

Construction equipment normally should not penetrate the 20:1 approach surface.

RUNWAY EDGES.

Construction activities normally should not be permitted within 250 feet of the runway centerline.

TAXIWAYS AND APRONS.

Normally, construction activity setback lines should be located at a distance of 25 feet plus one-half the wingspan of the largest predominant aircraft from the centerline of an active taxiway or apron. However, construction activity may be permitted up to the taxiway and aprons in use provided that the activity is first coordinated with the Airport Operations; NOTAMs are issued; marking and lighting provisions are implemented; and it is determined the height of equipment and materials is safely below any part of the aircraft using the airport operations areas which might overhang those areas. An occasional Aircraft Design Group (ADG) IV passage of an aircraft with wingspan up to 171 feet should be dealt with on a case-by-case basis.

EXCAVATION AND TRENCHES.

- a. Runways. Excavations and open trenches may be permitted up to 250 feet from the centerline of an active runway, provided they are adequately signed, lighted and marked. In addition, excavation and open trenches may be permitted within 200 feet of the runway centerline on a case-by-case basis, that is, cable trenches, pavement tie-ins, etc., with the approval of the airport operator, the FAA and the users.
- b. Taxiways and Aprons. Excavation and open trenches may be permitted up to the edge of structural taxiway and apron pavements provided the drop-off is adequately signed, lighted and marked.

STOCKPILED MATERIAL.

Extensive stockpiled materials should not be permitted within the construction activity areas defined in the preceding four sections.

MAXIMUM EQUIPMENT HEIGHT.

Notice of proposed construction shall be submitted to the appropriate Airports District Office (ADO) for review prior to the placement of construction equipment on airports. The guiding criteria involving Federal Aviation Regulation (FAR) Part 139 certificated airports and grant agreement airports is that all construction plans and specifications require direct coordination with the appropriate Airports district, field, or regional office. In addition, airports should file FAA Form 7460-1 when equipment is expected to penetrate any of the surfaces defined above in paragraphs 1, 2, and 3. Airport operators are reminded that FAR Part 157 requires prior notice to construct, realign, alter, or activate any runway/landing area or associated taxiway for any project which is non-Federally funded.

PROXIMITY OF CONSTRUCTION ACTIVITY TO NAVIGATIONAL AIDS.

Construction activity in the vicinity of navigational aids requires special consideration. The effect of the activity and its permissible distance and direction from the aid must be evaluated in each instance. A coordinated evaluation by the airport operator and the Federal Aviation Administration (FAA) is necessary. Technical involvement by FAA regional Airports, Air Traffic, Flight Standards, and Airway Facilities Specialists is needed as well as construction engineering and management input. Particular attention needs to be given to stockpiling materials as well as to the movement and parking of equipment which may interfere with line-of-sight from the tower or interfere with electronic emissions. (See AC 150/5300-13A, Airport Design Standards - Site Requirements for Terminal Navigational Facilities, current edition, for critical areas of NAVAIDS.)

CONSTRUCTION VEHICLE TRAFFIC.

With respect to vehicular traffic, aircraft safety during construction is likely to be endangered by four principle causes: increased traffic volume, nonstandard traffic patterns, vehicles without radio communication and marking, and operators untrained in the airport's procedures. Because each construction situation differs, airport management must develop and coordinate a construction vehicle traffic plan with airport users, air traffic control and the appropriate construction engineers and contractors. This plan, when signed by all participants becomes a part of the contract. The airport operator is responsible for coordinating and enforcing the plan.

LIMITATION ON CONSTRUCTION.

- a. Open flame welding or torch cutting operations should be prohibited unless adequate fire and safety precautions are provided and have been approved by the airport operator. All vehicles are to be parked and serviced behind the construction restriction line and/or in an area designated by the airport operator.
- b. Open trenches, excavations, and stockpiled material at the construction site should be prominently marked with orange flags and lighted with flashing yellow light units (acceptable to the airport operator and the FAA) during hours of restricted visibility and/or darkness. Under no circumstances are flare pots to be near aircraft turning areas.
- c. Stockpiled material should be constrained in a manner to prevent movement result of aircraft blast or wind. Material should not be stored near aircraft turning areas or movement areas.

MARKING AND LIGHTING OF CLOSED OR HAZARDOUS AREAS ON AIRPORTS.

The construction specifications should include a provision requiring the contractor to have a man on call 24 hours per day for emergency maintenance of airport hazard lighting and barricades.

- a. Permanently-Closed Runways and Taxiways. For runways and taxiways which have been permanently closed, the lighting circuits should be disconnected. With runways, the threshold markings, runway designation marking, and touchdown zone markings should be obliterated (AC 150/5340-1L – Removal of Markings, and lighted X's should be placed at each end of the runway near the Runway Designation Markings. With taxiways, a cross is placed at each entrance of the closed taxiway.
- b. Temporarily Closed Runways and Taxiways. Temporarily closed runways are treated in the same manner as in paragraph 10a except runway markings are not obliterated. Rather, crosses are usually of the temporary type (constructed of material such as fabric or plywood), and they are required only at runway ends. The crosses should be located on top of the runway numerals. For temporary marking, the dimensions of the crosses may be reduced to permit use of standard sheets of 4 by 8 foot (1.22 by 2.44 m) plywood. Temporarily closed taxiways are usually treated as an unusable area as explained in paragraph 10d.
- c. Closed Airports. When all runways are closed temporarily, the runways are marked as in paragraph 10b, and the airport beacon is turned off. When all runways are closed permanently, the runways are marked as in paragraph 10a, the airport beacon is disconnected, and a cross is placed in the segmented circle or at central location if no segmented circle exists.
- d. Hazardous Areas. Hazardous areas, in which no part of an aircraft may enter, are indicated by use of barricades with alternate orange and white markings. The barricades are supplemented with orange flags at least 20 by 20 inches (50 by 50 cm) square and made and installed so that they are always in the extended position and properly oriented. For nighttime use, the barricades are supplemented with flashing yellow lights. The intensity of the lights and spacing for barricades, flags, and lights must be such to delineate adequately the hazardous area.
- e. Notices to Airmen (NOTAMs). The airport operator should provide information on closed or hazardous conditions to the local air traffic control facility (control tower, approach control, center, flight service station) so that a NOTAM can be issued.
- f. Stabilized Areas. Holding bays, aprons, and taxiways are sometimes provided with shoulder stabilization to prevent blast and water erosion. This stabilization may have the appearance of a full strength pavement but is not intended for aircraft use. Usually the taxiway edge marking will define this area, but conditions may exist such as stabilized islands or taxiway curves where confusion may exist as to which side of the edge stripe is the full strength pavement. Where such a condition exists, the stabilized area should be marked with 3 foot (1 m) stripes perpendicular to the edge stripes. On straight sections, the marks should be placed at a maximum of 100 foot (30 m) spacing. On curves, the marks should be placed a maximum of 50 feet (15 m) apart between the curve tangents. The stripes should be extended to 5 feet (1.5 m) from the edge of stabilized area or to 25 feet (7.5 m) in length, whichever is less.
- g. Runway Shoulder Marking. Usually the runway edge line will indicate the edges of the full-strength pavement. However, conditions may exist, such as exceptionally wide runways, where there is a need to indicate the area not intended for use by aircraft. In such cases, chevrons or shoulder markings are used.

TEMPORARY RUNWAY HOLD DISPLACEMENTS

Identification of temporary displaced runway threshold should be located outboard of the runway surface. These could include outboard lights, Runway End Identification Lights (REILS), and markings. The extent of the marking and lighting should be directly related to the duration of the displacement as well as the type and level of aircraft activity. A NOTAM should be issued identifying the new runway declared distances.

MARITIME CODE OF SAFE PRACTICES

1. TERMINAL SAFETY PRECAUTIONS

Work in active marine terminals is coordinated through the Port Wharfing office. Any unusual procedures that could impact terminal operation should be cleared with the Wharfingers and the Port's Engineering Department at least 24 hours in advance (or as soon as feasible).

Conduct operations in such a manner as to 1) protect the safety of terminal, trucking, and Port employees, contractors and the public and 2) minimize interference with terminal and vessel operations.

VEHICLES INSIDE MARINE TERMINALS

Vehicles brought into the terminal must be equipped with identifying signs on each side. No personal vehicles are allowed.

Limits on-terminal vehicles to those necessary to perform the work.

Minimize the need to drive around the terminal. Stage operations and remain there. Do not travel on foot away from the work area. Enter and exit the terminal only via company vehicle.

Obey terminal driving rules. Where not otherwise posted, terminal equipment has the right of way. **Maximum speed is 10 mph.**

Vehicle curbs, bull rails or other effective barriers at least 10 inches in height, should be provided at the waterside edge of aprons and bulkheads, except where vehicles are prohibited.

No unattended vehicle shall be left with its engine running unless secured against movement.

SITE OF OPERATIONS

The area of operations should encumber no more space than is required to perform the work safely.

Delineate the area of the operation using traffic cones, K-rail, caution tape, or other high-visibility method. Where feasible, park vehicles to form a protective barrier.

Cargo and material shall not obstruct access to vessels, cranes, vehicles, or buildings. Means of access and egress within buildings shall be unobstructed.

CONTROL OF PERSONNEL

Employees must wear hard hats and high visibility clothing (with reflective elements).

Employees should remain in the area of operations; do not wander around.

Use a "spotter" where employees are exposed to traffic.

2. WATER SAFETY, WORKING NEAR WATER

Many Port work operations take place on or under piers and pilings, generally close to the water.

Where employees could fall into water and a danger of drowning exists, use the following safety devices, as appropriate:

- Personal Floatation Devices (PFD) approved by the Coast Guard, of a type that will support an unconscious person's head above water
- Ring Buoys (life saving rings) approved by the Coast Guard (30" in diameter)
- Lifesaving Boats, either manually or power-operated, for emergency use and equipped with oars and oarlocks attached to the gunwales (where feasible), boathook, anchor, ring buoy with 50 feet of 600 pound capacity line and two life preservers. (Oars are not required in boats powered by an inboard motor.)
- Readily located ladders shall be provided on all docks, wharves or piers where employees' work exposes them to the hazard of drowning. The ladders shall reach from the floor of the structure to the lowest water elevation. Portable ladders shall be equipped with a substantial means to secure them readily to the structure.
- The employer should ensure that there is in the vicinity of each barge in use at least one portable or fixed ladder which will reach from the top of the apron to the surface of the water. If the above equipment is not available at the pier, the employer shall furnish it during the time that the barge is in use.

Exception: When employees are continuously protected by railings, nets, safety harnesses or other fall restraint, the safety devices listed above are not required.

While working under piers and Port structures in small boats, employees should take the following precautions:

- Pay special attention to weather and tidal conditions. Do not take chances; heavy swells, white caps, rain, windy conditions, and high tides may prevent safe entry under the piers.
- Where the ability to see hazards is blocked, station one employee on shore in a watch capacity. This employee should have a radio or telephone capable of communicating with the U.S. Coast Guard.
- Wear a life jacket at all times, PFD. (see above). Employees should also wear appropriate head and foot protection.
- Be sure the boat contains two oars at all times (see above).
- Maintain radio communication with an employee on watch at all times.
- Bring a small bucket for bailing water.
- Bring a portable air horn in case of radio failure.
- Where darkness could hamper visibility, equip life jackets with portable strobe lights. Bring a floating flashlight in the boat with you.
- Before launching a boat, check it for leaks and damaged areas. Report any problems to your supervisor.

3. DREDGING REQUIREMENTS

Contractors performing dredging operations on the Port of Oakland (Port) Project are required to comply with all Local, State, Federal, American National Standard Industry (ANSI A10.15), United States Coast Guard (USCG), Corps of Engineers (Engineer Manual EM 385-1-1, Section 19), and the requirements of the Port as specified in this manual. Exclusion of any specific code, standard, rule, policy, or regulation does not exempt the contractor from compliance. In all cases, the most stringent safety requirement is to be applied.

Documentation:

Submit to the Port prior to physical work on the site copies of the current inspections and certifications issued by the USCG when applicable. This is to include any USCG Forms 835 issued the preceding year.

Submit monthly documentation indicating the results of monthly inspections and test to maintain safe operating conditions. This is to include records of any drills and emergency system checks.

Provide copies of the current license or certification of Officers and crew members to the Project Manager representing the Port Authority.

Safety Manual:

As required, the submitted safety manual must address job specific safety issues. In conjunction with that requirement, the Port requires submission of the following:

- Copy of the Severe Weather Precautions Policy established for emergency purposes
- Copy of the emergency plan for fire, sinking, flooding, man overboard, and hazardous material incidents.
- Completed copy of Safety Checklist for Launches, Motor Boats and Skiffs (enclosed).
- Completed copy of The Safety Checklist for Floating Plants (enclosed)

Maritime Personnel Requirements:

Submit to the Port Project Manager and OCIP Administrator the names of the competent person, qualified person and the responsible person and the safety representative. Definitions as specified by ANSI A10.15 and this manual:

- Maritime Competent Person – One who is capable of identifying existing and predictable hazards in the surrounding or working conditions which are unsanitary, hazardous, or dangerous to employees and who has authorization to take prompt corrective measures for elimination of such.
- Maritime Qualified Person – One who, possession of a recognized degree, certificate, or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated their ability to solve or resolve problems relating to the subject matter, the work, or the project.
- Maritime Responsible Person – One who, by possession of a recognized degree, certificate, or professional standing, or who by extensive knowledge, training, and experiences successfully demonstrated their ability to solve or resolve problems relating to the subject matter, the work, or the project, and who has authority to take prompt corrective actions
- Maritime Safety Representative – One who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to the employees. This individual designated by the Contractor or Subcontractor

with authority to take prompt corrective measures to eliminate such unsafe hazards or working conditions. This individual shall have no assigned duties outside of their safety responsibilities.

Specific Requirements:

The Port of Oakland Safety Standards references numerous agencies and recognized organizations responsible for developing safety standards, some specific to dredging. The Port has identified the following safety standards and requirements specific to dredging safety as mandatory. Contractor is required to incorporate a statement acknowledging inclusion or compliance with each of these items into their written safety program submitted to the Port for review, no exceptions. Contractor shall also incorporate any of the remaining Sections from each of the following standards that may be applicable to their Scope of Services at the Port.

ANSI A10.15 – 1974 American National Standard Safety Requirements for Dredging

- **Section 3.** “General Requirements for Floating Plant and Marine Equipment”, in addition to each of the following Sections:
- **Section 4.** “Safety and Health Requirements” Specifically **4.1** Planning. Address each items noted in **4.1** and have copy of program available to review upon request.
- Comply with **Section 6.** “Housekeeping”. Specifically **6.1.3** To provide headroom and eliminate tripping hazards, hose lines and electrical conductors should be elevated over or placed under walkway or working surfaces or covered by adequate crossover planks.
- Comply with **Section 10.1** Fire Extinguishers. Fire extinguishers shall be provided and maintained in accordance with American National Standard for Installation of Portable Fire Extinguishers, Z112.1 – 1971 (NFPA No. 10 – 1970), and American National Standard Safety Standard for Soda-Acid Fire Extinguishers, Z171.1 – 1969 (UL 7 – 1969).
- **Section 10.4.3** “Apparatus and Equipment”. Fire fighting apparatus and equipment should be provided and installed in accordance with applicable National Fire Protection Association standards.
- **Section 10.5** “Fire Alarm Devices”. A siren, telephone system, or other alarm arrangements shall be provided on all dredges and quarter boats.
- **Section 10.6** “Fire Fighting Organizations, Training, and Drilling”.
- **Section 12.** “Welding, Cutting, and Heating”. Specifically **12.2.5** Jacketed vessels shall be vented before and during welding, cutting, or heating operations in order to release any pressure which may build up during the application of heat.
- **Section 14.1** Emergency Plan – Procedures and Drills.
- **Section 15.** “Accessways and Passageways”. Specifically **15.1** Non-slip surfaces shall be provided on all working decks, stair treads, ship ladders, platforms, catwalks, and walkways, particularly on the weather side of all doorways opening on deck. - **15.4** All floating pipelines 8 inches nominal diameter and over shall be equipped with walkway and guardrail on one side. Walkways shall be at least 20 inches wide and securely anchored to the pipeline, except that when floating pipelines, because of their design or application, cannot be used as an access or walkway, they need not meet these requirements. – **15.6** When two or more pieces of floating plant are being used as one unit, they shall be securely lashed or fastened together so as to minimize the opening between them. – and **15.10** At least two means of escape shall be provided from general areas in which crews are quartered or work regularly.
- **Section 16.** “Launches and Motorboats”. Specifically **16.1** On all marine work at least one launch or motorboat and operator shall be provided. In the following circumstances, a qualified crewman shall be assigned in addition to the operator:
 - (1) When extended trips are made from the work site.
 - (2) When conditions of navigation make it hazardous for an operator to leave the wheel at any time while underway

- **Section 19.** “Facilities for Quartering Personnel”. (if applicable)
- **Section 20.** “Pressurized Equipment and Systems”.
- **Section 22.** “Precautions Before Entering Closed or Confined Spaces” Specifically **22.2** “Work in Isolated or Confined Spaces”. Copy of the JHA shall accompany safety program for review prior to start of work.

Army Corp of Engineers, Section 19 (EM385-1-1)

- US Coast Guard, (USCG) approved PFD (Types I, II, III, or V) shall be worn by all personnel on decks without perimeter protection and exposed to severe weather, regardless of other safety devices used.
- All floating plants regulated by the USCG shall have required USCG that is current before being placed in service. A copy shall be posted in a public area on board the vessel and a copy submitted to the OCIP Safety Team.
- All dredges and quarter boats not subject to USCG inspection and certification shall be inspected in the working mode annually by a marine surveyor accredited by the National Association of Surveyors (NAMS) or Society of Accredited Marine Surveyors (SAMS).
- All other plants shall be inspected before being placed in service and at least annually by a qualified person.
- All inspections shall be documented, maintain a posted copy in a public area of the vessel of the most recent inspection. Any plant found in unsafe conditions shall be taken out of service and its use prohibited until unsafe conditions have been corrected.
- Fenders shall be provided to prevent damage, sparking and to provide safe areas for workers exposed to pinching situations caused by floating equipment.
- Carry signaling devices to give signals required by the navigation rules.
- General alarm systems shall be installed on floating plants where it is possible for either a passenger or crewman to be out of sight or hearing from any other person.
- Smoke alarms are required for all living quarters of floating plant.
- Keep of paths of travel free of debris and trip hazards. All doors shall be capable of being opened from either side. They shall possess positive means to remain open or closed on either direction.
- All reciprocating, rotating and moving parts of winch gears and other equipment shall be properly guarded.
- Swimming is prohibited for personnel on floating plant and other marine locations. Except certified divers in the performance of their duties, unless necessary to prevent injury or loss of life. A person in the water shall be considered as a person overboard and appropriate actions shall be taken.
- Deck loading shall be limited to safe capacity.

SAFETY CHECKLIST FOR FLOATING PLANT

PROJECT: _____

CONTRACT #: _____

Contractor Name:	Subcontractor Name:
Plant Name:	Owner:
Superintendent:	Captain:
Engineer:	Number in Crew:
Contract Inspector:	Date of Inspection:

1. Is a copy of the current USCG Form 835 available for plants regulated by USCG? (19.A.01)	Yes	No	N/A
2. Is documentation of an accredited marine surveyor (SAMS or NAMS) available for non-USCG inspected plants? (19.A.01)	Yes	No	N/A
3. Do all officers and crew possess an appropriate USCG license or USACE license and certification? (19.A.02)	Yes	No	N/A
4. Are periodic inspections and test records of all floating plant, equipment, and machinery available as part of the official project file? (19.A.01)	Yes	No	N/A
5. Is there a severe weather plan which contains the following available? (19.A.03)	Yes	No	N/A
a. a description of potential types of severe weather hazards and steps to guard against the hazards?	Yes	No	N/A
b. the timeframe for implementing the plan?	Yes	No	N/A
c. the name and location of the safe harbor?	Yes	No	N/A
d. the name of the vessels which will be used to move any non-self propelled plant, and their type, capacity, speed, and availability?	Yes	No	N/A

e. river gage readings at which floating plant must be moved away from dams, river structures, etc. to safe areas?	Yes	No	N/A
6. Is the station bill conspicuously posted throughout the vessel? (19.A.04)	Yes	No	N/A
7. Has each crew member been given a written description of their emergency duties and are they familiar with them? (19.A.04)	Yes	No	N/A
8. Have the following drills and tests been recorded in the station log? (19.A.04)	Yes	No	N/A
a. abandon ship drill?			
b. fire drill?	Yes	No	N/A
c. man overboard drill?	Yes	No	N/A
d. pump shell or pipe rupture?	Yes	No	N/A
e. hull failure?	Yes	No	N/A
f. emergency power and lighting tests?	Yes	No	N/A
g. bimonthly emergency power generator tests?	Yes	No	N/A
h. bimonthly emergency lighting storage batteries test?	Yes	No	N/A
9. Are material safety data sheets (MSDSs) available for all hazardous materials on board? (06.B.01)	Yes	No	N/A
10. Are employees trained to handle hazardous materials? (06.B.01)	Yes	No	N/A
11. Are at least two employees on each shift certified in CPR and first aid? (03.A.02)	Yes	No	N/A
12. Is there a first aid log at each first aid station? (01.D.04)	Yes	No	N/A
13. Are first aid kits located in readily accessible location and adequately stocked? (03.B.01/.02)	Yes	No	N/A
14. Is there an adequate supply of approved, potable drinking water available? (02.A.01)	Yes	No	N/A
15. Are outlets dispensing non-potable water clearly marked "Water Unfit for Drinking", "Washing or Cooking"? (02.A.07)	Yes	No	N/A
16. Are the proper numbers of toilets, wash basins, and showers provided? (02.B.06/.07)	Yes	No	N/A

17. Are the water, soap, and a means of drying available? (02.C.02)	Yes	No	N/A
18. Is the latest information published by the USCG regarding aids to navigation available on board the vessel? (19.A.11)	Yes	No	N/A
19. Is the vessel equipped with the following: (19.A.05)	Yes	No	N/A
a. fenders?			
b. axes or emergency cutting equipment?	Yes	No	N/A
c. an appropriate navigational signal device?	Yes	No	N/A
d. general alarm system operated from primary electrical system with standby batteries on trickle charge?	Yes	No	N/A
e. easily accessible emergency controls that are adequately protected against accidental operation?	Yes	No	N/A
f. explosion-proof lights around gasoline and oil barges or other locations where a fire or explosive hazard exists?	Yes	No	N/A
g. interconnected emergency alarms?	Yes	No	N/A
h. smoke alarms in living quarters?	Yes	No	N/A
i. doors that open from both sides?	Yes	No	N/A
j. clearly marked emergency exits?	Yes	No	N/A
k. emergency stops for prime movers operating a dredge pump?	Yes	No	N/A
l. GFCI protection on grounded 120 or 240 volt systems in toilet/shower spaces, galley, machinery spaces, weather deck, exterior or near any sinks?	Yes	No	N/A
m. properly maintained and identified water tight compartments?	Yes	No	N/A
20. Fuel systems (19.A.06)	Yes	No	N/A
a. Are tanks or lines free of gauge glasses or try cocks?			
b. Do all fuel tanks have shut-off valves that can be operated outside the compartment in which the tank is located and outside the engine compartment and outside the house bulkheads at or above the weather deck?	Yes	No	N/A
c. Is there a shut-off valve at the engine end of the fuel lines that are 6 feet or more in length and can it be operated from outside the house bulkheads at or above the weather deck? Over board discharge?	Yes	No	N/A

d. Are all carburetors on gasoline engines equipped with a backfire trap or flame arrestor?	Yes	No	N/A
e. Are all carburetors (except downdraft type) equipped with a drip pan, with flame screen, which is continuously emptied by suction from the intake manifold or if permitted by the overboard discharge?	Yes	No	N/A
f. Are fuel storage tanks diked or curbed IAW NAVFAC DM-22? If not, are portable tanks used IAW USCG requirements in 46CFR Parts 64 and 98.3?	Yes	No	N/A
21. Are cables which cross the waterways between floating plants or between plant and mooring marked? (19.A.07)	Yes	No	N/A
22. Is there a fire and emergency warning system (or an established fire watch) on all vessels where people are quartered? (19.A.07)	Yes	No	N/A
23. Are all floors, decks, and bilge's free of accumulation of fuel and grease? (19.A.07)	Yes	No	N/A
24. Are there holdbacks or rings available to secure equipment during rough weather? (19.A.07)	Yes	No	N/A
25. Are all deck openings, elevated surfaces, and similar locations provided with guardrails, bulwarks, or taut cable guardlines? (19.A.07)	Yes	No	N/A
26. Are all rotating machinery, hot pipes, and moving cables guarded against accidental contact? (16.B.03)	Yes	No	N/A
27. Are hazardous energy control procedures available to insure that machinery will not be operated while greasing or making repairs? (12.A.01/.08)	Yes	No	N/A
28. Are decks free of tripping hazards? Or adequately marked in yellow? (19.A.07)	Yes	No	N/A
29. Is all deck cargo carried on fuel barges placed on dunnage? (19.A.07)	Yes	No	N/A
30. Are all pieces of floating plants operating as one unit securely fastened together with no openings (or guarded openings)? (19.A.07)	Yes	No	N/A
31. Is there a list of confined spaces available? (19.A.08)	Yes	No	N/A
32. Are all permitted required confined spaces labeled? (19.A.08)	Yes	No	N/A
33. Are engine spaces housing internal combustion engines having electric spark ignition systems equipped with exhaust fans? (19.A.10)	Yes	No	N/A

34. Are all machinery spaces and non-diesel fuel tanks compartments equipped with at least 2 ventilators, fitted with fans? (19.A.10)	Yes	No	N/A
35. Are the following spaces provided with an adequate natural ventilation system? (19.A.10)	Yes	No	N/A
a. spaces containing a portable fuel tank?			
b. living spaces or galley?	Yes	No	N/A
c. other compartment spaces?	Yes	No	N/A
36. Do vent intakes extend to within one foot of the bottom of the compartment? (19.A.10)	Yes	No	N/A
37. Is suitable eye protection provided at battery charging stations? (05.B.01/.05)	Yes	No	N/A
38. Are eye wash stations provided at battery charging stations? (06.B.02)	Yes	No	N/A
39. Are flammable items such as paint and thinners properly stored? (09.B)	Yes	No	N/A
40. Are gasoline and other flammable liquids properly stored, dispensed, and handled? (09.B.01/.02/.03)	Yes	No	N/A
41. Does all electrical wiring meet requirements of USCG-259, the National Electrical Safety Code and the National Electric Code? (11.A.01)	Yes	No	N/A
42. Are insulated mats provided at locations where machinery has exposed live parts? (11.A.07)	Yes	No	N/A
43. Are switch and transformer banks adequately protected and marked to keep unauthorized personnel out of the danger area? (11.A.02)	Yes	No	N/A
44. Are portable electric tools grounded by a multi-conductor cord with an identified conductor and a multi-contact polarized plug-in receptacle? (11.C.01)	Yes	No	N/A
45. Are ground fault circuit interrupters provided in locations where portable tools could be used? (11.C.05)	Yes	No	N/A
46. Are flexible cords protected in work area, appropriately secured or suspended and are they used for appropriate usages? (11.A.03 and Table 11-1)	Yes	No	N/A
47. Are all means of access properly secured, guarded and free of slipping and tripping hazards? (19.B.01)	Yes	No	N/A

48. Are all working decks, stair treads, ship ladders, platforms, catwalks, and walkways provided with non-slip surfaces? (19.B.01)	Yes	No	N/A
49. Are grab bars provided on the sides of super structure of tugs, tenders, and launches except where railings are present? (19.B.01)	Yes	No	N/A
50. Are double rung or flat tread type Jacob's ladders restricted to use only when no safer form of access is practical? (19.B.01)	Yes	No	N/A
51. Is there a safe means for boarding or leaving the vessel? (19.B.02)	Yes	No	N/A
52. Is there a stairway, ladder, ramp, gangway or personnel hoist provided at all personnel points of access with breaks of 19 inches or more in elevation? (19.B.02)	Yes	No	N/A
53. Are gangways and ramps: (19.B.02)	Yes	No	N/A
a. secured at one end by at least one point on each side with lines or chains to prevent overturning?			
b. supported at the other end in such a manner as to support them and their normal loads in the event they slid off their supports?	Yes	No	N/A
c. placed at an angle no greater than that recommended by the manufacturer?	Yes	No	N/A
d. provided with a standard guardrail?	Yes	No	N/A
54. Are stairs or permanent inclined ladders provided for vertical access between decks? (09.B.03)	Yes	No	N/A
55. Is there at least 2 feet of clearance on outboard edges for passageways? (19.B.3)	Yes	No	N/A
56. Is the vessel equipped with at least one portable or permanent ladder with at least one portable or permanent ladder with which to rescue a person in the water? (19.B.04)	Yes	No	N/A
57. Are there at least 2 means of escape from all assembly, sleeping and messing areas on the plant? (19.B.04)	Yes	No	N/A
58. Are all means of access maintained safe and functional? (19.B.04)	Yes	No	N/A
59. Are all floating pipelines used as walkways equipped with a walkway which is at least 20 inches wide and has a handrail on at least one side? (19.B.05)	Yes	No	N/A
60. Are floating pipelines that are not intended as walkways barricaded on both ends? (19.B.05)	Yes	No	N/A

61. Are positive measures taken to raise and secure the ladder and to block suction and discharge lines during maintenance on pumps and suction or discharge lines? (19.D.01)	Yes	No	N/A
62. Do floating or trestle supported dredge pipelines display the following lights at night and in periods of restricted visibility: (19.D.02) a. One row of yellow lights that: (1) flash 50-70 times per minute? (2) are visible all around the horizon? (3) are visible for at least 2 miles on a clear night? (4) are between 3-10 feet above water? (5) are approximately evenly spaced? (6) are not more than 30 feet apart where the pipeline crosses a navigable channel? (7) are sufficient in number to clearly show the pipeline's length and course?	(1)		
	(2)		
	(3)		
	(4)		
	(5)		
	(6)		
	(7)		
b. two red lights at each end of the pipeline (including ends in a channel where the pipeline is separated to allow vessels to pass that: (1) are visible all around the horizon? (2) are visible for at least 2 miles on a clear dark night? (3) are 3 feet apart in a vertical line with the lower light at the same height above the water as the flashing yellow light?	(1)		
	(2)		
	(3)		
63. Is the dredge designed such that a failure or rupture of any dredge pump component including the pipe shall not cause the dredge to sink? (19.D.04)	Yes	No	N/A
64. Is submerged pipeline resting on the bottom where it crosses the navigation channel and is it and the anchoring system no higher than the required project depth? (19.D.03)	Yes	No	N/A
65. Is buoyant or semi-buoyant pipeline fully submerged and on the bottom? (19.D.03)	Yes	No	N/A
66. Is raised pipeline adequately marked? (19.D.03)	Yes	No	N/A
67. Is a bilge alarm or shutdown interface available on any dredge with the dredge pump below the waterline? (19.D.07)	Yes	No	N/A
68. Are two positive means available to secure "stone boxes" when the boxes are under positive pressure? (19.D.08)	Yes	No	N/A

REMARKS: (for specifics and details to "NO" / "N/A" Answers to above)

Contractor Inspector Signature

Contractor QC/ Safety Officer / Project Manager Signature

SAD Form 1437a-R (March 1997) - *Previous editions may be used for contracts referencing the 1992 Edition of EM 385-1-1.* (SAFETY CHECKLIST FOR FLOATING PLANT- Total 6 pages)

SAFETY CHECKLIST FOR LAUNCHES, MOTORBOATS, AND SKIFFS

PROJECT: _____

CONTRACT #: _____

Contractor Name:	Subcontractor Name:
Superintendent:	Engineer:
Name of Equipment:	Number in Crew (if applicable):
Inspector:	Date of Inspection:

1. Is a qualified crew person assigned to assist with deck duties under the following circumstances: (19.C.01)	Yes	No	N/A
a. when extended trips (more than 2 hours) are made from the work site?			
b. when conditions of navigation make it hazardous for an operator to leave the wheel while underway?	Yes	No	N/A
c. when operation other than tying-in require the handling of lines?	Yes	No	N/A
d. when operating at night or in inclement weather?	Yes	No	N/A
e. when towing?	Yes	No	N/A
2. Are all motorboats, launches, and skiffs posted with the number of passengers and weight they can carry? (19.C.02)	Yes	No	N/A
3. Is there a PFD available for each passenger and crew member? (19.C.02)	Yes	No	N/A
4. Do all launches and motorboats that are <u>less than 26 feet</u> in length have at least one 1A-10B:C fire extinguisher on board? (19.C.03)	Yes	No	N/A
5. Do all launches and motorboats that are <u>26 feet or more</u> in length have at least 2 1A-10B:C fire extinguishers on board? (19.C.03)	Yes	No	N/A

6. Do all launches and motorboats that have gasoline or liquid petroleum gas power plants or equipment in cabins, compartments, or confined spaces have built-in automatic CO2 or other equally effective type of fire extinguishing system? (19.C.03)	Yes	No	N/A
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REMARKS: (for specifics and details to "NO" / "N/A" Answers to above)

Contractor Inspector Signature

Contractor QC/ Safety Officer / Project Manager Signature

SAD Form 1437b-R (March 1997) - *Previous editions may be used for contracts referencing the 1992 Edition of EM 385-1-1.* (SAFETY CHECKLIST FOR LAUNCHES, MOTORBOATS & SKIFFS - Total 2 pages)

COMMERCIAL DIVING OPERATIONS

This purpose of this program is to assure all diving operations performed by contractors and every level tier subcontractor employees are conducted safely and in compliance with applicable standards. A secondary objective is to permit more efficient / effective diving operations through enhanced communication. The employer shall provide a healthful and safe work environment. It will ensure all employees are properly trained and maintain compliance with this manual, local, state, federal or owners requirements. When standards are in conflict the most stringent shall apply.

Employer Responsibilities

1. The employer shall develop and maintain a Manual for Diving Safety in compliance with Article 152. Diving operations §6054. It shall be made available to each dive team member. The emergency evacuation and emergency medical treatment sections of the Manual for Diving Safety shall be available at the dive location.
2. A copy of the manual shall be submitted to the Contractor two weeks prior to start of dive for review. It shall maintain and make records related to diving operations available to OCIP Administrator Safety Team.
3. The employer shall determine that dive team members who are, or are likely to be, exposed to hyperbaric conditions have passed a current physical examination and have been declared medically fit to engage in diving activities.
4. The employer shall provide each diver with all medical examinations required by the governing agency. All medical examinations required shall be performed by, or under the direction of, a licensed physician.
5. A first-aid kit adequate for the diving operation shall be available at the dive location. It shall meet the requirements of the dive mode.

A. The employer shall not:

1. Require a dive team member to be exposed to hyperbaric conditions, except when necessary to prevent or treat pressure related injury.
2. Force a diver into water when a concern for safety is present.
3. Permit a dive team member to dive for the duration of any physical impairment or condition which is known to the employer and is likely to affect adversely the safety or health of the employee or other dive team members.

The Dive Team shall consist of the following:

1. Employer designated person in charge. This person shall be in charge of all aspects of the diving operation and shall be at the dive location or the dive site during the diving operation. The person-in-charge shall have experience and training to conduct the diving operation.
 - a. The employer shall provide a written letter designating person in charge. It will include proof of training and/or experience for all employees involved with activity.
2. Diver. The diver shall be trained and qualified for the diving mode being used and shall have the training and experience to participate in diving activities in a safe and healthful manner.
3. Standby Diver. At least one member of every dive team shall be designated as the standby diver and shall be suitably prepared to enter the water when directed by the diving supervisor. All equipment shall be verified and inspected pre-dive and maintained in good working order.

General Responsibilities:

1. Coordination. Diving shall be coordinated with other known activities in the vicinity which are likely to interfere with diving operations.
2. Prior to diving a briefing and JHA shall be completed. The dive team members shall be briefed on dive responsibilities and objectives:
 - a. Any unusual hazards or environmental conditions likely to affect the safety of the diving operation;
 - b. Any modifications to diving or emergency procedures necessitated by the specific diving operation;
 - c. Immediately reporting any physical problems or adverse physiological effects including symptoms of pressure related injuries.
3. Pre-Dive Inspection. The designated-person-in-charge shall ascertain that the diver has conducted a functional check of his or her own diving equipment and shall inquire into the diver's current state of diving fitness.
4. Post Dive Procedures.
 - a. After the completion of a day's diving, the designated-person-in-charge shall observe the physical condition of each diver and shall conduct an interview with each diver regarding any physical problems or symptoms of decompression sickness.
 - b. When diving outside the no-decompression limits, deeper than 100 fsw or using mixed gas as a breathing mixture, the employer shall insure the diver remains awake for at least one hour after diving (including decompression or treatment if appropriate), and in the vicinity of the decompression chamber (if required at the dive location), or in the company of a dive team member who is prepared to transport the diver to a decompression chamber if necessary.

Dive Team Training and Experience.

1. Each dive team member shall have experience or training in the following:
 - a. The use of the instruments and equipment appropriate to the diving activity to be conducted.
 - b. Techniques of the diving mode to be used.
 - c. Dive planning and emergency procedures.
2. All dive team members shall be trained in cardiopulmonary resuscitation, diver rescue techniques and diving related first aid.
3. Dive team members who are exposed to or control the exposure of others to hyperbaric conditions shall be trained in diving-related physics and physiology and recognition of pressure related injuries.
4. When diving in areas capable of supporting marine traffic, either:
 - a. A rigid replica of the international code flag "A" at least one meter in height shall be displayed at the dive location in a manner which allows all-round visibility, and shall be illuminated during night diving operations, or

- b. The use of a smaller code flag "A" shall be permitted for shallow diving, commensurate with the size of boats, skiffs, or other surface floats used in the dive operation, or
- c. A flag and/or other signal required by the agency which has jurisdiction at the dive location shall be displayed to indicate that diving operations are being conducted.

The employer shall identify prior to each diving operation a list of the telephone or call numbers of the following:

- (a) An operational decompression chamber (if not at the dive location);
- (b) Accessible hospitals;
- (c) When used in a decompression chamber or bell, the first-aid kit shall be suitable for use under hyperbaric conditions.

Planning of a diving operation shall include an assessment of the safety and health aspects of the following:

- (a) Diving mode;
- (b) Surface and underwater conditions and hazards;
- (c) Breathing gas supply (including reserves);
- (d) Thermal protection;
- (e) Diving equipment and systems;
- (f) Dive team members shall be briefed on: The tasks to be undertaken; Safety procedures for the diving mode; Any unusual hazards or environmental conditions likely to affect the safety of the diving operation; and any modifications to operating procedures necessitated by the specific diving operation.

Prior to making individual dive team member assignments, the employer shall inquire into the dive team member's current state of physical fitness, and indicate to the dive team member the procedure for reporting physical problems or adverse physiological effects during and after the dive.

Code of Safe Practices

All commercial dive teams must have at least 3 members present. More people may be required if certain hazards are present.

Diving operations must be coordinated with other activities in the area that might interfere with diver safety.

An emergency action plan must be in place to assist an injured diver out of the water or into a bell.

Hazard identification and risk assessment should be performed at the dive proposal stage and as part of the pre-dive plan. Hazards that arise during a dive should be immediately brought to the attention of the designated person in charge so that the dive plan can be altered to ensure the health and safety of the divers or the dive aborted.

The following steps are used to manage occupational health and safety risks arising in diving operations.

1. Identify hazards and hazardous tasks
2. Assess the nature of the risk created by those hazards and hazardous tasks
3. Assess the degree of exposure to the risks and the potential of the risks to cause injury or illness
4. Eliminate or control the risks
5. Review the adequacy and effectiveness of the adopted control measures. Review your Diving Manual.

Risk assessment of diving operations should identify and take into account the following:

- Environmental conditions such as strength and direction of wind and its potential influence on diving operations and emergency response capability
- Atmospheric temperature and humidity currents and tides
- Time of day
- Water temperature
- Visibility
- Underwater terrain
- Entrapment hazards
- Contaminants,
- Isolation of the site, etc
- Task factors, complexity, non-routine tasks may increase level of risk
- Hyperbaric/Physiological factors; depth and duration of dive
- frequency of diving, multiple ascents, repetitive diving, multi-day diving
- breathing gas and equipment condition
- exertion required to reach site and conduct tasks
- immediate pre-dive fitness
- altitude exposure
- excessive noise, etc
- Factors relating to associated activities; manual handling, boat handling and dive platforms, etc
- Emergency response factors; location and availability of emergency facilities and systems, etc
- Other hazards that could be encountered during the diving operations; dangerous marine animals, water inlets, shipping, use of hazardous substances, biological pollutants or explosives, etc.

Hazard identification and risk assessments should be documented, eliminated or controlled.

Sharks. Most sharks do not present a hazard, however when planning a diving operation the following precautions must be taken or implemented.

- An injured or bleeding diver should leave the water immediately and the dive should be cancelled.
- While shark attacks on divers are rare there is a clear need to assess and manage the risks. There are some circumstances that it is believed raise the risk of shark-human interactions.
- A dive will be considered High Shark Risk if it involves:
 - Diving around aquaculture farms that contain fish and are known to attract sharks
 - Diving within an aquaculture farm known to contain dangerous sharks
 - Diving near breeding seal colonies (Dangerous Reef, Neptune Islands, etc)
 - Diving within 10km of any location where there has been a recent shark
 - Diving in any area where it is known that fisherman have been or chumming in such a way as to create an increased shark risk. To ensure up-to-date information on fishing activities is available, as far as possible local fishing clubs in the vicinity of the proposed dive should be contacted prior to the dive to determine whether chumming will be occurring at the time diving operations are planned.

Dangerous Marine Animals (Other than sharks). Most dangerous marine animals other than sharks occur in tropical waters and are often concentrated around reefs and shallow water. Similar dangerous animals are also found in temperate waters but they are usually related species that may only inflict painful stings rather than being life threatening.

Diving in contaminated waters. Where divers have to work in waters that are known or suspected to be contaminated a JHA shall be submitted to the OCIP Safety team to determine if

the dive may proceed. The JHA shall outline the proposed precautions by the dive team to protect the diver.

Refusal to dive. The decision to dive is that of the diver. A diver may refuse to dive, without fear of penalty, whenever he/she feels it is unsafe for them to make the dive. The ultimate responsibility for safety rests with the individual diver.

Equipment inspection. The breathing gas supply system including reserve breathing gas supplies, masks, helmets, thermal protection, and bell handling mechanism (when appropriate) shall be inspected prior to each dive.

Warning signal. When diving from surfaces other than vessels in areas capable of supporting marine traffic, a rigid replica of the international code flag "A" at least one meter in height shall be displayed at the dive location in a manner which allows all-round visibility, and shall be illuminated during night diving operations.

Water entry and exit. A means capable of supporting the diver shall be provided for entering and exiting the water. The means provided for exiting the water shall extend below the water surface. A means shall be provided to assist an injured diver from the water or into a bell.

Communications. An operational two-way voice communication system shall be used between each surface-supplied air or mixed-gas diver and a dive team member at the dive location or bell (when provided or required) and the bell or dive location.

An operational, two-way communication system shall be available at the dive location to obtain emergency assistance.

Decompression tables. Decompression, repetitive, and no-decompression tables (as appropriate) shall be at the dive location.

Hand-held power tools and equipment shall be de-energized before being placed into or retrieved from the water. Hand-held power tools shall not be supplied with power from the dive location until requested by the diver.

Welding and burning. A current supply switch to interrupt the current flow to the welding or burning electrode shall be tended by a dive team member in voice communication with the diver performing the welding or burning. It shall be kept in the open position except when the diver is welding or burning. The welding machine frame shall be grounded. Welding and burning cables, electrode holders, and connections shall be capable of carrying the maximum current required by the work, and shall be properly insulated. Insulated gloves shall be provided to divers performing welding and burning operations. Prior to welding or burning on closed compartments, structures or pipes, which contain a flammable vapor or in which a flammable vapor may be generated by the work, they shall be vented, flooded, or purged with a mixture of gases which won't support combustion.

Explosives. Employers shall transport, store, and use explosives in accordance with applicable provisions. Electrical continuity of explosive circuits shall not be tested until the diver is out of the water. Explosives shall not be detonated while the diver is in the water.

The working interval of a dive shall be terminated when a diver requests termination; a diver fails to respond correctly to communications or signals from a dive team member and when communications are lost and can't be quickly reestablished. A dive will also be terminated if a diver begins to use diver-carried reserve breathing gas or the dive-location reserve breathing gas.

A decompression chamber capable of recompressing the diver at the surface to the maximum depth of the dive shall be available at the dive location for dives deeper than 300 fsw.

Investigate and evaluate each incident of decompression sickness based on the recorded information, consideration of the past performance of decompression table used, and individual susceptibility. Take appropriate corrective action to reduce the probability of recurrence of decompression. Provide a copy of incident report to OCIP Administrator.

Employers engaged in scuba diving shall comply with the following requirements. Scuba diving shall not be conducted at depths deeper than 100 fsw unless a decompression chamber is ready for use. If currents exceed one knot the diver must be line-tended. An inflatable flotation device capable of maintaining the diver at the surface in a face-up position, having a manually activated inflation source independent of the breathing supply, an oral inflation device, and an exhaust valve shall be used for SCUBA diving.

A standby diver shall be available while a diver is in the water, regardless of mode.

A diver shall be line-tended from the surface, or accompanied by another diver in the water in continuous visual contact during the diving operations.

A diver shall be stationed at the underwater point of entry when diving is conducted in enclosed or physically confining spaces and shall have positive means of communication with the diver or divers within the space.

A reserve breathing gas supply shall be provided for each diver consisting of a manual reserve or an independent reserve cylinder with a separate regulator or connected to the underwater breathing apparatus. The valve of the reserve breathing gas supply shall be in the closed position prior to the dive.

Employers engaged in surface-supplied air diving shall comply with the following requirements. Surface-supplied air diving shall not be conducted at depths deeper than 190 fsw, except that dives with bottom times of 30 minutes or less may be conducted to depths of 220 fsw. A decompression chamber shall be ready for use at the dive location for any dive outside the no-decompression limits or deeper than 100 fsw. A bell shall be used for dives with an in-water decompression time greater than 120 minutes, except when heavy gear is worn or diving is conducted in physically confining spaces.

Each diving operation shall have a primary breathing gas supply sufficient to support divers for the duration of the planned dive including decompression.

The propeller of vessels shall be stopped before a diver enters or exits the water. A device shall be used to minimize the possibility of entanglement of the diver's hose in the propeller of the vessel.

Each equipment modification, repair, test, calibration or maintenance service shall be recorded by means of a tagging or logging system, and include the date and nature of work performed, and the name or initials of the person performing the work.

Compressors used to supply air to the diver shall be equipped with a volume tank with a check valve on the inlet side, a pressure gauge, a relief valve, and a drain valve.

A compressor shall be constructed and situated so as to avoid entry of contaminated air into the air-supply system and shall be equipped with a suitable in-line particulate filter followed by a bed of activated charcoal. If necessary, moisture absorbers to further assure breathing air quality. These filters should be placed before any receiver and after the discharge in the compressor. If an oil-lubricated compressor is used, it shall be equipped with a carbon monoxide alarm or an

equally as effective alternative. Breathing air couplings shall be incompatible with outlets for non-respirable plant air or other gas systems to prevent inadvertent servicing of air-line breathing apparatus with non-respirable gases.

Helmets or masks connected directly to the dry suit or other buoyancy-changing equipment shall be equipped with an exhaust valve.

Compressed gas cylinders. Compressed gas cylinders shall be stored in a ventilated area and protected from excessive heat; be secured from falling; and have shut-off valves recessed into the cylinder or protected by a cap, except when in or when used for SCUBA diving.

A timekeeping device shall be available at each dive location.

Emergency egress. Regardless of the type of diving equipment used by a diver (i.e., open-circuit SCUBA or rebreathers), the employer must ensure that the equipment contains (or incorporates) an open-circuit emergency-egress system (a "bail-out" system) in which the second stage of the regulator connects to a separate supply of emergency breathing gas, and the emergency breathing gas consists of air or the same nitrox breathing-gas mixture used during the dive.

Before each day's diving operations, the employer must verify that a hospital, qualified health care professionals, and the nearest Coast Guard Coordination Center (or an equivalent rescue service operated by a state, county, or municipal agency) are available to treat diving-related medical emergencies.

Ensure that transportation to a suitable decompression chamber is readily available when no decompression chamber is at the dive site, and that this transportation can deliver the injured diver to the decompression chamber within four hours travel time from the dive site.

ACCIDENT INVESTIGATION & REPORTING PROCEDURES

All accidents and incidents related to the construction program which result in personnel injury or illness, or damage to buildings or equipment, as a result of an accident or natural phenomena will be investigated.

It is the Contractor's obligation to investigate all accidents, provide all information outlined below, and submit the information to The Port & the OCIP Administrator site management.

B. PURPOSE The purpose of investigating job related accidents and illnesses are:

1. To determine cause for the purpose of preventing recurrence, and in some instances, to determine whether gross negligence was involved.
2. To comply with applicable federal, state, and local codes and regulations relating to loss reporting.
3. To provide documentation of occupational injuries and illnesses, and to assist in Workers' Compensation claims management.
4. To ensure sensitive notification for an injured employee's family, and for objective releases to the news media.

OCIP MANUAL

The Contractor's Project Manager shall follow the procedures for reporting and submitting claim forms as per the instructions located within the OCIP Manual.

This manual provides directions for reporting serious project accidents and examples of various OCIP Insurance Carrier's reporting and investigation forms and appropriate State Workers' Compensation First Report of Injury Form and Supplemental Report of Injury Form that must be completed by the Contractor's Project Manager. Additional OCIP Insurance Carrier forms are also provided for filing project related property damage claims.

RESPONSIBILITIES

1. Contractor. Project Management has several specific responsibilities in reporting and investigating serious project accidents, including:
 - I. Upon notification of a serious accident immediately insure that the Employers Crew Foreman has called the Local 911, Fire Rescue Department and other emergency response organizations and when required the appropriate Utility Company Emergency Crews.
 - II. Evaluate those emergency actions which have been taken by Crew Foreman to minimize the extent of loss to employees, the General Public and property when a serious accident or emergency condition exist and, when required, direct the Crew Foreman to implement additional company emergency actions.
 - III. Immediately notify, by phone, the Port Project Manager of known accident conditions and the Contractor's emergency actions that have been taken for this serious accident.
Travel to the field location to assist the Crew Foreman at the accident scene.
Notify the families of each employee who has been seriously injured.

- IV. As per the instruction in the OCIP Manual complete the appropriate OCIP insurance carrier's reporting and investigation forms.
- V. Every employer shall report immediately by telephone or telegraph to the nearest District Office of the Division of Occupational Safety and Health any serious injury or illness, or death, of an employee occurring in a place of employment or in connection with any employment.

Immediately means as soon as practically possible but not longer than 8 hours after the employer knows or with diligent inquiry would have known of the death or serious injury or illness. If the employer can demonstrate that exigent circumstances exist, the time frame for the report may be made no longer than 24 hours after the incident.

Serious injury or illness is defined in section 330(h), Title 8, California Administrative Code.

- VI. Comply with the State's motor vehicle regulations concerning the procedures for reporting company-owned automobile and/or on the road motor vehicle accidents to Local, City or State Police Department(s).

Assist in the follow up investigation by the claim adjuster to determine the direct and in direct causes of this serious accident so that the resulting insurance claim(s) can be properly processed and close out in both a timely and cost effective professional manner.

Prior to making any Contractor's verbal or written (on or off the record) press statements concerning the serious accident or emergency conditions, the Contractor's Project Manager must first clear the Contractor's press statement with the Port's Project Management Team, the Port's Communications Department, and the Contractor Project Manager prior to release to the press.

2. Employers Crew Foreman.

- i. Take those emergency actions necessary to minimizing the extent of injuries to employees, the General Public and property damage when a serious accident or emergency condition exists.
- ii. Immediately call the Local 911, Fire Rescue Department and the Utility Company's emergency response number and then inform them of the emergency conditions and the Contractor's emergency actions that have been taken.
- iii. Render prompt first aid treatment for all injured personnel until the emergency medical personnel arrive at the scene and take over first aid or medical treatment.
- iv. As soon as time permits notify the Contractor Project Manager of the serious accident or emergency conditions.
- v. Upon the arrival of the Contractor's Project Manager to the field location provide a summary of the emergency conditions and actions taken.
- vi. Assist the Contractor's Project Manager in completing the OCIP accident reporting and investigation form.

3. Contractor Company Safety Coordinator

- I. When directed by the Port, conduct an OCIP confidential follow-up investigation of the Contractor's serious accident.

- II. Provide other safety-related reports, information and technical assistance to the OCIP Safety Team, as requested.

JOB HAZARD ANALYSIS (JHA)

A. SCOPE:

This procedure outlines the purpose for and method of Job Hazard Analysis studies that will be required for each phase of construction work involving hazardous work. All job supervisors and employers safety representatives are responsible to complete a Job Hazard Analysis form one week **prior** to the actual hazardous operations.

Project Management approval must be obtained prior to any on-site work activities.

B. PURPOSE:

The purpose of accident prevention pre-planning is to prevent unnecessary hazards that are likely to occur and to make sure each employee performing an operation will have the necessary material and equipment on hand when needed. Due to the speed at which jobs proceed, it does not allow a single operation to continue long enough to become safe through trial-and-error. To cope with safety problems peculiar to our industry, this procedure has been established so management can pre-determine the hazards and develop an appropriate plan to prevent the hazards from becoming accidents.

C. RESPONSIBILITY:

It is the responsibility of the Contractor's Safety Coordinator to insure that Job Hazard Analysis studies are performed for all operations involving hazardous work activities.

1. Job Hazard Analyses studies will be completed by the employer's site safety supervisor and lead foremen for the job(s) or operation(s) that are to be performed. This analysis will be done on the attached "Job Hazard Analysis" form.

The JHA's will be utilized for during the weekly tool box safety meetings and prior to the hazardous operation being conducted as a training and education tool.

Construction operations which require the completion of a JHA include:

1. Any operation involving the compliance with the Respiratory Protection Regulations (i.e. confined space, sand blasting, asbestos, lead, etc.).
2. All trenching and excavation work.
3. Demolition work.
4. Crane and boom truck operations.
5. Use of construction hoists.
6. Fall protection.
7. Scaffolding operations.
8. Power actuated tools.
9. Welding and cutting operations.
10. Re-bar setting & form work.
11. Concrete pour work.
12. Masonry wall erection.
13. Steel erection work.
14. Roofing operations.
15. Electrical work.

JOB HAZARD ANALYSIS

Construction Phase:		Location:
Supervisor:		Safety Representative:
Port QMC:		Date:
ACTIVITY OPERATIONS	UNSAFE CONDITION, ACTION or OTHER HAZARD	PREVENTATIVE or CORRECTIVE ACTION THAT WILL BE TAKEN

BACK TO WORK PROGRAM

PURPOSE

The Port Management, the Contractor and Alliant Risk Services have developed a program designed to assist workers who are **temporarily** disabled due to an illness or injury. This program is called the "Return to Work Program."

This includes a team effort, including disabled workers, their attending physician, the insurance carrier, and project management. This program applies to all contractors and tiered-contractors on the Port's Project.

Studies shows that return to work programs are therapeutic and help speed the recovery process. In addition, injured workers stay "in touch" with the work environment and with fellow workers, which helps to facilitate a smooth and speedy transition back to their normal job. This also creates an opportunity for cross training and developing new skills.

Everybody "wins" with this type of program. The job site wins by retaining the use of valuable trained workers while at the same time minimizing workers' compensation and other costs. Workers win by returning to their regular job and income sooner, and by avoiding the negative effects of a long-term absence.

PROCEDURES

Each Employer shall have a written Early Return to Work Program that shall be implemented on this project. Following are basic guidelines for the Contractor to establish Early Return to Work (transitional duty) assignment for injured workers.

Benefits

1. Effectively impacts the Employer's Experience Modification Rating and contributes to reduced insurance premiums,
2. May eliminate the need for vocational rehabilitation,
3. Boosts Employee morale and demonstrates that the Employer wants to cooperate with the injured worker,
4. A worker on transitional duty can be of value to an Employer if there is an alternative plan or job description available.

All modified work is temporary in nature and is designed to facilitate a return to regular duties as soon as possible. Modified work positions may be offered at any project, and/or any shift. Modified work positions can also be offered on a varied schedule.

Failure to report for work at the designated time and place will be regarded as a voluntary resignation and could affect your time loss compensation and/or re-employment/reinstatement rights.

This is not designed as a substitute for reasonable accommodation under any applicable federal or state laws, such as the Americans with Disabilities Act, The Rehabilitation Act 1973 or other applicable laws.

To preserve the ability to meet the Port's Project needs under changing conditions, the right is reserved to revoke, change or supplement these guidelines at any time with or without written notice. No permanent employment for any term is intended or can be implied by this policy. But, while in effect, all doctor recommended restrictions will be followed. The employer, on a two-week basis or after a doctor's visit, will review with the worker the availability of continued modified work.

**PORT OF OAKLAND - OCIP PROJECT
SAFETY RULES TRAINING, ORIENTATION, AND
DOCUMENTATION FORM S+H 6-9 - SAFETY RULES TRAINING,
ORIENTATION, AND DOCUMENTATION**

I, _____, hereby acknowledge that I have received training and understand the OCIP Construction Safety Rules. I also agree to abide by all applicable state & federal OSHA standards and manufacturers guidelines and report incidents immediately to my supervisor or the project management team.

EMPLOYEE SIGNATURE

DATE

SUPERVISOR

DATE

APPENDIX: FORMS

Safety Survey Form
Corrective Action Form

Safety Survey Form



Project:		Corrected (C): Contractor corrected Hazard during survey				Non-Corrected (NC): Contractor required to submit Corrective Action Form				Hazard Classification / Rating		
Date:	Inspected By: Moe Davis	Observation	C/NC	Hazard Rating	Observation	C/NC	Hazard Rating	Observation	C/NC	Hazard Rating	Good Job	Comments
Contractor / Subcontractor:												
	Comp. gases/Flammables/Combustibles											
	Competent Person											
	Confined Space											
	Cranes/Rigging/Inspections											
	Dangerous Act, Area-Procedure											
	Electrical Safety - Low Voltage <600vIts											
	Electrical Safety - High Voltage >600vIts											
	Environmental - SWPP's											
	Excavations (Protective Systems)											
	Fall Protection											
	Fire Protection											
	First Aid/CPR											
	Forklifts/Elevating Platforms/Aerial Devices											
	Guardrails											
	HazCom											
	Heavy Construction Equipment											
	Heat Illness Prevention											
	Hot Work											
	Housekeeping											
	Ladders											
	PPE											
	Posting Requirements											
	Respiratory Protection/Use/Storage											
	Scaffolding											
	Struck By/Caught-in-between/Ergo											
	Tools and Equipment											
	Traffic Control - Vehicular/Pedestrian											
	Training											

Notes: The recent survey made of your premises and/or operations, was not intended to detect all potential causes of loss, code violations, or exceptions to good practice and does not relieve you of any of your responsibilities to identify and correct unsafe practices or conditions on the premises and in its operations. We do not assume any liability because of conducting or providing such service.

SECTION 01200

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 SUMMARY

This Section describes requirements and procedures for measuring the Work performed and for payment for the Work performed.

1.02 REFERENCES

California Public Contract Code

1.03 SUBMITTALS

As per the requirements of Section 01330, *Submittals*, the Contractor shall submit the following:

- A. A Schedule of Values for the Bid Items as per Article 1.07 A of this Section.
- B. Measurement methods and calibrations as described in Article 1.04 F of this Section and as required in the Technical Specifications.

1.04 DETERMINATION OF QUANTITIES

The quantity of Work to be paid for under any item for which a unit price is fixed in the Contract Documents shall be the number, as determined by the Port, of units of work satisfactorily completed in accordance with Contract Documents or as directed by the Port. Unless otherwise provided, determination of the number of units of Work so completed will be based, so far as practicable, on the actual measurement or count within prescribed or ordered limits, and no payment will be made for Work done outside of limits. Measurements and computations will be made by methods as the Port may consider appropriate for class of Work measured. The Contractor shall immediately inform the Port of any disputes regarding quantity measurements, and shall immediately supply the Port with any documentation supporting such disputed measurements.

- A. The Unit Prices shall be as the Contractor submitted with the Bid, and the quantities and units of measurement shall be as per Document 00400, *Bid Form*. The description of each Bid Item and adjusted range of quantities shall be as per Section 01100, *Summary of Work*.
- B. The Contractor and the Port shall measure the quantity of unit price bid item work as follows, unless otherwise noted elsewhere in the Project Manual. When the Contractor measures quantities, the Port has the right to check the Contractor's actual measurements or calculations, or to perform its own quantity surveys by the methods listed here or by other methods, and to revise the Contractor's measured and calculated quantity estimate.

- C. For Progress Payments, where neither the Port nor the Contractor can determine exact quantities, the Contractor may submit an interim estimate, subject to the Engineer's approval.
- D. For items not fully covered below, measurement practices considered as the common industry practices may be employed, however, the Contractor must submit these proposed measurement methods to the Port, for the Port's review and approval, prior to performing the Work.
- E. When a Bid Item unit of measurement is a "Ton," the unit shall mean a "short ton" (For material specified to be paid for by weight, the unit shall be a ton of 2,000 pounds).
- F. Specific measurement methods are as follows:

1. Bulk Material Delivered by Truck and Specified to be paid by Weight

- a. For material trucked to the Site, the Contractor shall have each load weighed by a licensed public weighmaster on scales currently certified by the Department of Weights and Measures of Alameda County or other approved certifying public agency, certifying to their accuracy.
- b. When a truck arrives at the Site, the Contractor shall provide weight slips to the Engineer bearing the signatures of the licensed public weighmaster, showing the weight of materials in the truck.
- c. With each load, prior to loading, the Contractor shall weigh empty and document all trucks used for such hauling as directed by the Port.
- d. The Port may measure for payment or confirm the Contractor's quantities for asphalt concrete, aggregate base, aggregate subbase, miscellaneous base, other fill materials, or all other materials measured by weight, as per Article 1.04 F 8 of this Section.

2. Bulk Material Supplied by Barge -

When using a barge to supply bulk construction materials, the Contractor shall measure the quantity of materials by draft displacement of the barge.

- a. Prior to employing any barge for the work, the Contractor shall submit to the Port a displacement curve or chart indicating the correlation between the displacement of that barge in the water and the tonnage carried. This curve or chart shall be precise to one tenth of one foot displacement or finer.
- b. To determine the displacement curve, the Contractor shall measure the draft of each of the four corners of every barge before and after loading, and then average these readings to determine the volume supplied for the Work. The Contractor shall supply this data and calculations to the Port within 24 hours after making the measurements.

- c. The Port has a right to observe and check all measurements by the Contractor. If the Contractor denies the Port access to observe and check measurements, obstructs the Port's access, or off-loads bulk materials during non-working hours without prior notice to the Engineer, the Port may deny payment for that Work.

3. Soil and Waste Materials -

For non-contaminated soil and waste materials removed from the Site and specified to be paid for by weight, the Port will inspect and record an estimate of the weight of materials that the Contractor has removed, for comparison with weight slips bearing the signature of said public weighmaster, submitted with requests for payment.

4. Contaminated Soil and Waste Materials -

For contaminated soil and waste materials removed from the site and specified to be paid for by weight, the Port will inspect and record an estimate of the weight of material removed for comparison with the weight stated on the hazardous waste manifests or bills of lading from the disposal facility submitted with request for payment.

5. Items Specified to be Paid for by the Linear Foot, Yard, or other Linear Dimensions -

For items specified to be paid for by linear dimensions, the item shall be measured on a horizontal plane, unless specifically otherwise allowed by the Contract Documents.

6. Material Specified to be Paid for by the Square Foot, Square Yard, or other Area Dimensions -

For items specified to be paid for by area dimensions, the items shall be measured on the surface area on a horizontal plane, unless specifically otherwise allowed by the Contract Documents.

7. Aggregate Base, Aggregate Subbase, and Imported Fill Measured by Delivered Weight -

Aggregate base, subbase, and fill measured by delivered weight:

- a. Shall be measured as according to Article 1.04 F 1 or 2 of this Section.
- b. Shall have the measured weight adjusted by deducting from the weight of the material delivered to the Site, the weight of water in the material, at the time of weighing, in excess of one percent (1%) more than the optimum moisture content as determined by the State of California Test Method No. Calif. 216.

8. Aggregate Base, Aggregate Subbase, and Imported Fill Measured by Field Survey and Density -

For aggregate base, aggregate subbase, and imported fill, the Port may determine the weight of the material to be paid by performing preconstruction and post-construction surveys to determine the volume of material installed, then multiplying the volume by the average unit weight, as evidenced by soil density laboratory reports and in-place field density measurements.

9. Material Specified to be Measured and Paid for by Volume

For material specified to be measured and paid for by volume, the Port will determine the quantities by performing preconstruction and post-construction surveys.

10. Final Quantity Items

When the estimated quantity for an item of the Work is designated as a final quantity (F) on Document 00400, *Bid Form*, the Bid quantity shall be the final quantity for which payment for such specific portion of the Work will be made, unless the Engineer directs the Contractor to change the dimensions of the item. If such dimensions are revised and such revisions result in an increase or decrease in the quantity of such work, the final quantity for payment will be revised in the amount represented by the change in the dimensions.

The estimated quantity for final quantity items shall be considered as approximate only and the Port makes no guarantee that the actual quantity actually will equal the estimated quantity shown on Document 00400. No allowance will be made in the event that the quantity based on computations or the final installed quantity does not equal the estimated quantity.

11. Whole Number Items

For items where the unit of measurement is "each," measurement and payment shall be by the whole number of units of items that the Contractor has completely supplied or installed.

12. General Lump Sum Items

For General Lump Sum Items, the Contractor and Port shall base the measurement and progress estimates on the approved Schedule of Values submittal as required by Article 1.07 A of this Section.

13. Binary Lump Sum Items

For Binary Lump Sum Items, the measurement will be based solely on whether or not the Bid Item has been Substantially Completed. The value of measurement of the task or subtasks shall be "0" until the task or all subtasks are Substantially Complete, whereas the value of measurement shall be "1."

- G. When the Port determines that the Work is acceptable and fully complete, the Port may issue, if applicable, a reconciling unilateral no-cost Change Order to adjust the Contract Price to reflect the difference between the estimated quantity in the Bid and the quantity actually used, when that difference has not previously been adjusted by Change Order. A unilateral Change Order issued pursuant to this provision is intended as a truing up between estimated quantities and actual quantities, and does not operate to alter the scope of the Work.

1.05 SCOPE OF PAYMENT

- A. Except as otherwise expressly stipulated in 01100, *Summary of Work*, payment to the Contractor at the unit price or other price fixed in the Contract for performing the Work required under any Bid Item, or (if the Contract is on a lump sum price basis) at the lump sum price fixed in the Contract for performing all Work required under the Contract Documents, and as either may be adjusted pursuant to any approved change order, shall be full compensation for completing, in accordance with the Contract Documents, all Work required under the Bid Items or under the Contract Documents, and for all expense incurred by the Contractor for any purpose in connection with the performance and completion of said Work, including all incidental Work necessary for completion of the Work.
- B. The Contract Sum shall be deemed to include all costs necessary to complete the required Work, including any costs for loss or damage arising from nature of the Work or, prosecution of the Work, or from action of elements. Unless the Contract Documents expressly provide otherwise, the Contract Sum and each individual Bid Item, respectively, shall be deemed to include:
 - 1. Any and all costs which may arise from any unforeseen difficulties encountered during, and all risks of any description connected with, prosecution of the Work until Final Acceptance by the Port;
 - 2. All expenses which may be incurred due to suspension, or discontinuance of any portion or all of the Work respectively, as provided in the Contract Documents;
 - 3. Escalation to allow for cost increases between time of Bid Opening and completion of Work, lump sum or unit price item, respectively.
- C. Whenever it is specified herein that the Contractor is to do Work or furnish materials of any class for which no price is fixed in the Contract Documents, the Contractor shall perform such work or furnish such materials without extra charge or allowance or direct payment of any sort, and the cost of doing Work or furnishing materials is included in Total Bid Price, unless it is expressly specified herein, in particular cases, that work or material is to be paid for as extra Work.
- D. No payment shall be made for materials or equipment not yet incorporated into the Work, except those specifically identified in the Project Manual as eligible for payment after delivery and before installation. For the materials and equipment referenced in the Project Manual as subject to payment prior to incorporation into the Work, where the Contractor requests payment on the basis of such materials and equipment not incorporated in the Work as per Articles 1.07 B 2 b-c of this

Section, the Contractor must do the following at its own expense prior to any payment for said materials and equipment:

1. Deliver the materials and equipment and suitably store at the Site or at another local location agreed to in writing, for example, a mutually acceptable warehouse;
2. Provide full title to the materials and equipment to the Port at the time of delivery to the site, warehouse or other storage location;
3. If stored at an agreed off-site location, obtain a negotiable warehouse receipt, endorsed over to the Port for the materials and equipment stored off-site.
4. Make the stockpiled materials and equipment available for the Port's inspection. The Port shall have no obligation to inspect the equipment or materials off-site, and the Port's inspection or failure to inspect shall not relieve the Contractor of any obligations under the Contract Documents. The Contractor shall segregate and label or tag materials and equipment stored off-site so to specifically identify the material as being part of this specific Contract;
5. After delivery of materials and equipment, if any inherent or acquired defects are discovered, remove defective materials and equipment and replace with suitable materials and equipment;
6. Insure the materials and equipment against theft, fire, vandalism, and malicious mischief, as well as any other coverage required under the Contract Documents;
7. With the application for payment, provide a bill of sale, invoice or other documentation warranting that the Port has received the materials and equipment free and clear of all liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the Port's interest therein, all of which must be satisfactory to the Port. This documentation must include, but not be limited to, conditional releases of mechanics' liens and stop notices from all those providing materials and equipment as to which the application for payment relates, as well as unconditional releases of the same from the same as to the previous applications for payment for which they have not already been provided.

1.06 BASIS OF PAYMENT

A. Unit Bid Items:

When the estimated quantity for specific portions of Work is listed in Document 00400, *Bid Form*, the quantity of Work to be paid for shall be the actual number of units satisfactorily completed in accordance with the Contract Documents, and as measured as per Articles 1.04 F 1-11 of this Section, or as otherwise described in the Project Manual, particularly within the Bid Item descriptions in Section 01100, *Summary of Work*.

B. Lump Sum:

When estimated quantity for specific portion of Work is not indicated and the Bid Item is designated as Lump Sum, payment will be based on measurement as described in Articles 1.04 F 12-13 of this Section.

C. Allowances and Incentives:

Allowance Bid Items and incentives will be paid for as specifically described by individual Bid Items in Section 01100, *Summary of Work*. Funds authorized for Allowance work will not be released for Contract payments unless Allowance Work has been authorized in writing by the Port.

D. The Port's Right to Alter Actual Item Quantities:

The Port does not expressly, or by implication, agree, warrant, or represent in any manner, that actual amount of Work will correspond with amount shown or estimated and reserves the right to increase or decrease amount of any class or portion of Work, to leave out entire Bid Item or Items, or to add Work not included in Bid, when in its judgment such change is in best interest of the Port. No change in Work shall be considered waiver of any other condition of the Contract Documents. No claim shall be made for anticipated profit, for loss of profit, for damages, or for any extra payment whatsoever, except as otherwise expressly provided for in the Contract Documents, because of any differences between the amount of Work actually done and the estimated amount as set forth herein, or for elimination of Bid Items.

E. Rules for Increasing or Decreasing Bid Item Quantities:

The Unit Prices set forth in the Bid Form apply as full compensation for the Work for actual accepted quantities of the Bid Item, within the lower and upper quantity limits. Unless otherwise stated in Section 01100, *Summary of Work*, the lower and upper quantity limits are 75% and 125% respectively of the quantity for each Unit Price Bid Item as shown on Document 00400, *Bid Form*. If a Contract Change Order or the actual accepted original Contract Work increases or decreases the quantity of a Unit Price Bid Item from the estimate shown on Document 00400 outside of a Bid Item lower or upper limit, such that the application of Unit Prices in the Bid will cause substantial inequity to the Port or Contractor, Unit Prices will be adjusted as follows:

1. Increases Greater than the Unit Price Bid Item Upper Limit Quantity:
 - a. If the total pay quantity of any Unit Price Item of work required under the Contract exceeds the upper limit quantity, no adjustment in Unit Price will be made unless the Engineer or the Contractor so requests in writing not later than thirty (30) calendar days after Substantial Completion of the subject Bid Item. If the Engineer or the Contractor so requests in writing, the Work in excess of the upper limit quantity not otherwise covered by an executed change order specifying the compensation to be paid, will be paid for by adjusting the Contract Unit Price as provided below.

- b. Such adjustment of the Unit Price, for the Work in excess of the upper limit quantity will be the difference between the Contract Unit Price and the actual cost of performing the unit of Work. Such actual unit cost will be determined by the Engineer in the same manner as if the Work were to be paid for on a Force Account basis; or such adjustment will be as agreed to in writing signed by the Contractor and the Engineer. The payment for each Unit Price of such item of work shall in no case exceed the Contract Unit Price.

2. Decreases Below the Lower Limit Quantity

- a. If the total pay quantity of a Unit Price Bid Item required under the Contract is less than the lower limit quantity set forth in the Bid, but the Bid Item is not entirely eliminated, an adjustment in Unit Price pursuant to this article will not be made unless the Contractor so requests in writing not later than fifteen (15) calendar days after Substantial Completion of the subject Bid Item Work. If the Contractor so requests, such adjustment, if not covered by an executed change order specifying the compensation to be paid for the quantity less than the lower limit quantity, will be paid for by adjusting the Contract unit price as provided below.
- b. Such adjustment of the Contract Unit Price for the decrease below the lower limit quantity will be the difference between the Unit Price and the actual cost of performing the unit of Work. Such actual unit cost will be determined by the Engineer in the same manner as if the Work were to be paid for on a Force Account basis; or such adjustment will be as agreed to in writing signed by the Contractor and the Engineer. The payment for the total pay quantity of such item of work shall in no case exceed the payment which would be made for the performance of the lower limit quantity of the Bid Item at the Contract Unit Price.

1.07 PROGRESS PAYMENTS

A. Schedule of Values

- 1. Within the time frames set in Document 00700, *General Conditions*, the Contractor shall submit a Schedule of Values providing a detailed breakdown of the Bid Items or Lump Sum Bid by scheduled Work items and activities.
 - a. Where more than one subcontractor comprises the Work of a Bid Item, the Schedule of Values shall show a separate line item for each subcontract.
 - b. The Contractor shall furnish such breakdown by assigning dollar values to each applicable Progress Schedule network activity (per Section 01320, *Construction Schedules and Reports*), which cumulative sum equals the total Contract Sum.

- c. The format and detail of the breakdown shall be as directed by the Engineer to facilitate and clarify future progress payments to the Contractor for direct Work under the Contract Documents. At minimum, Lump Sum Bid Items must be divided into discrete separate tasks, measurable or observable for estimated progress payments. The Engineer may further require the Contractor to break down Unit Price Bid Items.
 2. The Contractor's overhead, profit, insurance, cost of bonds, and other financing, as well as "general conditions costs," (e.g., site cleanup and maintenance, temporary roads and access, off site access roads, temporary power and lighting, security, submittals) if not provided for in separate bid items, shall be prorated through all bid items.
 3. The sum of values within a Bid Item shall equal the price of the Bid Item and the sum of all the Schedule of Values line items shall equal the total Contract Sum, less any allowances designated by the Port.
 4. The Port will review the breakdown in conjunction with the Progress Schedule to ensure that the dollar amounts of this Schedule of Values are, in fact, a reasonable distribution of the prices within each Bid Item total price. Upon favorable review by the Port, this Schedule of Values will be accepted for use by the Port. The Port shall be the sole judge of fair market price allocations.
 5. Any attempt to increase the cost of early activities, i.e., "front loading," will be rejected by the Port, resulting in a complete reallocation of monies until such "front loading" is corrected. Repeated attempts at "front loading" may result in suspension or termination of the Work or refusal to process progress payments, until such time as the Schedule of Values is acceptable to the Port.
 6. The Schedule of Values breakdown for mobilization and demobilization must be distributed in such a manner to accurately reflect the projected delivery, preparation, breakdown, and off haul of individual equipment or groups of equipment, and labor mobilization and demobilization costs, for discrete tasks within the Work.
- B. Payment Requests
1. Unless otherwise agreed, the Contractor shall submit to the Port, on or before the first (1st) day of each month, two (2) copies of a request for payment for the cost of the Work put in place during the period from the first day of the previous month to the last day of the previous month. With each such billing copy, the Contractor shall submit to the Port an original invoice with a cover letter on the Contractor's stationary and wet-signed in blue ink by the Contractor's representative.
 - a. Such requests for progress payments shall be based upon Schedule of Values prices of all labor and materials incorporated in the Work up until midnight of the last day of that one-month period, less the aggregate of previous payments.

- b. If the Contractor is late submitting its payment request, that payment request may be processed at any time during the succeeding one-month period, resulting in processing of the Contractor's payment request being delayed for more than a day-for-day basis.
2. Payment requests may include, but are not necessarily limited to the following:
 - a. Material, equipment and labor incorporated into the Work, less any previous payments for the same;
 - b. Up to seventy-five percent (75%) of the actual cost (not bid cost) of equipment delivered but not yet installed, as allowed in Article 1.05 D of this Section.
 - c. Up to fifty percent (50%) of the actual cost (not bid cost) of materials delivered but not yet installed, as allowed in Article 1.05.D of this Section.
3. The Contractor shall, at the time any payment request is submitted, certify in writing the accuracy of the payment request by a responsible officer of the Contractor.
4. The Contractor shall continually fulfill all payment and scheduling requirements of Document 00700, *General Conditions*, and Section 01320, *Construction Schedules and Reports*, including updates and revisions. No progress payment will be processed prior to the Port receiving all requested, acceptable schedule update information.
5. As per Section 01780, *Project Record Documents*, the Contractor shall maintain Record Drawings at all times, and the Port will not process any progress payments unless the Contractor is keeping the Record Drawings up to date. The Engineer will check and verify that the Record Drawings for completeness and currency prior to processing payment.
6. Each payment request shall list each Change Order executed prior to date of submission, including the Change Order Number, and a description of the Work activities, consistent with the descriptions of original Work activities. The Contractor shall include the Change Order status log to the Port with the progress payment request.
7. If the Port requires substantiating data, the Contractor shall submit information requested by the Port, with a cover letter identifying the Project, payment request number and date, and a detailed list of enclosures. The Contractor shall submit one copy of substantiating data and cover letter for each copy payment request submitted.
8. Monthly progress payments will be made, based on total value of activities completed or partially completed, as invoiced by the Contractor and approved by the Port, and based upon the Bid Item prices, the approved Schedule of Values, and any approved Change Orders. Accumulated retention will be shown as separate item on the Port's payment summary.

9. Legal title to all Work shall pass to and vest in the Port as Work is performed, and title to all materials and equipment shall pass to and vest in the Port when such materials and equipment are delivered to the Site or as soon as title passes from the vendor or supplier thereof. The Contractor shall keep the site and all materials and equipment free and clear of all liens, stop notices and charges arising out of performance of the Contract Documents, and shall indemnify, defend and hold harmless all those indemnified pursuant to Document 00700, *General Conditions*, from the claims, suits, actions, losses and liabilities described therein, including those which are a result of any breach of this responsibility and shall defend any claim or suit brought against any party required to be indemnified hereunder based upon any such claim of title or lien.
10. The Contractor shall promptly pay each subcontractor, supplier, or consultant the amount to which they are entitled, and shall, by an appropriate agreement with each subcontractor, supplier, or consultant, require each them to make payments to their subcontractors, suppliers, or consultants in a similar manner.

C. Progress Payments

1. Upon receiving the Contractor's payment request, the Port will review the payment request for completeness and errors and compliance with the Contract. If requiring any corrections, the Port will return one copy to the Contractor with a description of the corrections. The Contractor shall then return two clean copies of the corrected payment request.
2. All parties shall update the percentage of completion values in the same manner, i.e., express value of an accumulated percentage of completion to date.
3. Progress Payment requests or any supporting information submitted after 3:30 p.m. will be considered received at the beginning of the next business day for date of receipt purposes.
4. If the Port determines that the payment request is not proper or complete, or otherwise not in compliance with this Contract, the Port will return it to the Contractor as soon as practicable, but no later than seven (7) calendar days after receipt, together with a document setting forth in writing the reasons why the payment request is not proper. If the Port determines that portions of the payment request is not proper or not due under the Contract Documents, then the Port may approve the other portions of the payment request, and in the case of disputed items or defective work not remedied, may withhold up to 150% of the disputed amount from the progress payment.
5. Pursuant to California Public Contract Code Section 20104.50, if the Port fails to make any progress payment within thirty (30) calendar days after receipt of an undisputed and properly submitted payment request from the Contractor, the Port shall pay interest to the Contractor equivalent to the legal rates set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure. The thirty (30) calendar day period will be reduced by the

number of calendar days by which the Port exceeds the seven (7) calendar day return requirement set forth herein. Undisputed and properly submitted payment request shall mean that the Contractor has submitted following items in compliance with the Contract Documents:

- a. Certified Payroll Reports. NOTE: The manner of submission of Certified Payroll Reports shall be as specified in Document 00200, *Instructions to Bidders*.
 - b. Updated monthly schedule.
 - c. Certified letter stating that project record documents (as-built drawings and specifications) are updated for said month.
 - d. Payroll Report Form, if any, specified in Document 00830, *Project Insurance Manual*.
 - e. Copy of MAPLA Trust Fund Contribution Letter / Confirmation (Applicable to MAPLA projects only).
 - f. Progress Payment Report, as specified in Section 01200.
6. Upon Port approval, the Port will mail payment to the Contractor for an amount equal to ninety-five percent (95%) of the Port's estimate, or a lesser amount if so provided in Contract Documents. Payments may at any time be withheld if, in judgment of the Port, Work is not proceeding in accordance with the Contract Documents, or if the Contractor is not complying with requirements of the Contract Documents. Payment may also be denied because of filed stop notices or in order to offset liquidated damages accruing or expected.
 7. Before any progress payment or final payment is made, in addition to the requirements of Article 1.07.C.11 herein the Contractor may be required to submit satisfactory evidence that the Contractor is not delinquent in payments to employees, subcontractors, suppliers, or creditors for labor and materials incorporated into Work. The Contractor shall issue payments to subcontractors within five (5) business days of receipt of payment from the Port.
 8. Granting of progress payment or payments by the Port, or receipt thereof by the Contractor, shall not be understood as constituting in any sense acceptance of Work or of any portion thereof, and shall in no way lessen liability of the Contractor to replace unsatisfactory Work or material, though unsatisfactory character of the Work or material may have been apparent or detected at time payment was made.
 9. When the Port charges a sum of money against the Contractor under any provision of the Contract Documents, the amount of charge shall be deducted and retained by the Port from the amount of the next succeeding progress payment or from any other moneys due or that may become due the Contractor under the Contract Documents. If, on completion or termination of the Contract Documents, such moneys due the Contractor are found insufficient to cover the Port's charges against it, the Port shall have the right to recover balance from the Contractor or Sureties.

10. The Port reserves the right, but does not have the duty, to withhold payment from the Contractor as follows:
 - a. In addition to any retention, an amount, not less than five percent (5%) of the Total Progress Payment due to failure of the Contractor to abate, within that working day or immediately, in cases of imminent danger, infractions of the Port's Construction Safety Standards Manual, Contractor's Safety Plan, Cal/OSHA, Federal OSHA, ANSI or other applicable safety standards.
 - b. In addition to any other retention, an amount, not to exceed twenty percent (20%) of the Total Progress Payment, due to four or more repeated infractions in a single payment period by the Contractor of the Port's Construction Safety Standards Manual, Contractor's Safety Plan, Cal/OSHA, Federal OSHA, ANSI or other applicable safety standards.
 - c. Whenever the Port, in its discretion, withholds any such moneys otherwise due Contractor, written notice of the amount withheld and the reasons therefor shall be provided to the Contractor, and when the Contractor provides adequate written assurance that it has removed the cause(s) of such safety violations, the Port will pay the Contractor the amount so withheld.

Notwithstanding any of the foregoing, the Port's failure to withhold such progress payments shall not be considered an acceptance of approval of the Contractor's safety program or the administration thereof, nor shall the foregoing restrict the Port's ability to terminate the Contractor in the appropriate circumstances pursuant to the termination provisions of Document 00700, *General Conditions*.

11. The Progress Payment Report form and the Subcontractor Payment Declaration form for subcontractors and suppliers must be submitted with each progress payment cycle.
 - a. The Contractor must accompany each progress payment request with an updated Progress Payment Report form. Subcontractor Payment Declaration form shall be submitted within five (5) working days of payment to subcontractor. The Port reserves the right to require that the subcontractor payment declaration be submitted via an on-line database.
 - b. The required Progress Payment Report form, Subcontractor Payment Declaration form, and instructions for completing these forms are available at:
http://portofoakland.com/opportunities/bid_engineering.aspx
 - c. Failure to submit a Subcontractor Payment Declaration form or other evidence of subcontractor payment will be cause for the Port of Oakland to suspend future progress payments to the Contractor.

1.08 SUBSTITUTION OF SECURITIES IN LIEU OF RETENTION

Pursuant to provisions of California Public Contract Code Section 22300, the Contractor may substitute securities for retention monies withheld under the Contract Documents to insure performance is permitted under following conditions:

- A. At request and expense of the Contractor, the Contractor shall deposit securities listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the Port which are equivalent to the amount withheld under retention provisions of the Contract Documents, with the Controller or with a state or federally chartered bank in California, as the escrow agent, who shall then pay such monies to the Contractor. Upon satisfactory completion of the Contract Documents, securities shall be returned to the Contractor.
- B. Alternatively, the Contractor may request and the Port shall make payment of retentions earned directly to the escrow agent at the expense of the Contractor. At the expense of the Contractor, the Contractor may direct the investment of the payments into securities and the Contractor shall receive the interest earned on the investments upon the same terms provided for in this section for securities deposited by the Contractor. Upon satisfactory completion of the Contract Documents, the Contractor shall receive from escrow agent all securities, interest, and payments received by the escrow agent from the Port, pursuant to the terms of this section. The Contractor shall pay to each subcontractor, not later than twenty (20) calendar days after receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each subcontractor, on the amount of retention withheld to insure the performance of the Contractor.
- C. The Contractor shall be beneficial owner of securities substituted for monies withheld and shall receive any interest thereon.
- D. The Contractor shall enter into escrow agreement according to Document 00680, *Escrow Agreement for Security Deposits in Lieu of Retention*, as authorized under California Public Contract Code Section 22300, specifying amount of securities to be deposited, terms and conditions of conversion to cash in case of default of the Contractor, and termination of escrow upon completion of the Contract Work.

1.09 FINAL PAYMENT

- A. As soon as practicable after the Contractor completes all required Work in accordance with the Contract Documents and including the Contractor's maintenance after Final Acceptance and after the Contractor has submitted all required contract closeout documents as set forth in Section 01770, *Contract Closeout* and as set forth in this Article 1.09, the Port will pay to the Contractor, in manner provided by law, the unpaid balance of the Contract Sum of the Work, or the whole Contract Sum if no progress payment has been made. This amount shall be determined in accordance with terms of the Contract Documents, less sums as may be lawfully retained under any provisions of the Contract Documents or by law.

- B. Prior progress payments shall be subject to correction in the final payment. The Port's determination of amount due as final payment shall be final and conclusive evidence of amount of Work performed by the Contractor under the Contract Documents, and shall be full measure of compensation to be received by the Contractor.
- C. The Contractor at time of final payment shall include the following statement in its final progress payment request and filled out in its entirety:

Subject to all provisions of this Contract, the Port shall forthwith pay to the Contractor the sum of \$ _____ Dollars and _____ Cents as the Final Payment under Contract, less any amounts withheld under that Contract or represented by any Notice to Withhold Funds on file with the Port as of the date of such final payment.

Original Contract Sum	\$ _____
Modified Contract Sum	\$ _____
Payment to Date	\$ _____
Liquidated Damages	\$ _____
Payment Due the Contractor	\$ _____

The Port may elect to provide the Contractor a template of the above to facilitate the submission of the Contractor's final payment. The Contractor shall submit a properly executed Document 00650, *Contractor's Release of Claims*, along with the Contractor's final payment request, discharging the Port, its officers, agents, employees and consultants of and from liabilities, obligations, and claims arising under the Contract Documents.

- D. The Contractor shall submit a properly executed Document 00655, *Contractor's Certification of Completion*. If the Port observes no work on site for a period of 30 days, the Port reserves the right to file a Notice of Cessation.
- E. The Contractor shall submit, as a condition precedent to final payment, a properly executed *Final Report – Utilization of Small/Local Business* or a properly executed *Final Report – Utilization of Disadvantaged Business Enterprises (DBE)*, as included in the Project Manual.
- F. The Contractor shall return to the Port, as a condition precedent to final payment, any restricted, secured, or security sensitive documents distributed to Contractor by the Port, in their original shape and quantity.
- G. The Contractor shall submit a final Progress Payment Report form designated as "FINAL" in the top margin along with the final payment request.

1.10 EFFECT OF PAYMENT

Payment will be made by the Port, based on the Port's observations at the site and the data comprising the Contractor's payment request. Payment will not be a representation that the Port has:

- A. Made exhaustive or continuous on-site inspections to check the quality or quantity of Work;
- B. Reviewed construction means, methods, techniques, sequences or procedures;
- C. Reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the Port to substantiate the Contractor's right to payment; or
- D. Made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

PART 2 PRODUCTS

Not applicable to this Section.

PART 3 - EXECUTION

Not applicable to this Section.

END OF SECTION

SECTION 01250
MODIFICATION PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

This Section describes general procedural requirements for alterations, modifications and extras. This Section provides the basis for pricing Contractor claims of all types.

1.02 RELATED SECTIONS

- A. Section 01100, *Summary of Work*
- B. Section 01200, *Measurement and Payment*
- C. Section 01620, *Product Options and Substitutions*

1.03 REFERENCES

The following references are incorporated into the requirements of the Contract as described herein. The limits and scope of these references shall be as per Section 01420, *References and Definitions*.

- A. State of California, Business, Transportation, and Housing Agency, Department of Transportation, Division of Construction, *Labor Surcharge and Equipment Rental Rates (Caltrans Rental Rates)*

1.04 GENERAL

- A. All modifications to the Contract are subject to the requirements of Document 00700, *General Conditions*.
- B. Any change in scope of Work or deviation from Contract Documents shall be effective only when authorized in writing by the Port.
- C. The Contractor may initiate changes by submitting a Notice of Concealed or Unknown Conditions, a Notice of Hazardous Waste or Materials Conditions, a Claim, or a Request for Substitution (RFS).
 - 1. Submit Notices of Concealed or Unknown Conditions, Notices of Hazardous Waste or Materials Conditions, and claims in accordance with Document 00700, *General Conditions*.
 - 2. The Contractor may submit a Request for Substitution (RFS) for approval in accordance with Document 00700 *General Conditions* and Section 01620, *Product Options and Substitutions*, to request substitution or "or Equal" materials or methods of execution. Unless otherwise provided in writing by the Port, an approved RFS will result in a credit to the Port or no cost to the Port.

- D. The Contractor may submit a Request for Information (RFI) to seek clarification of Contract Documents. The Port's response, through a Request for Information Reply (RFI-Reply), may acknowledge the need for a modification to the Contract, or may identify or clarify existing applicable Contract requirements for the Work.
- E. The Port may initiate changes in the Work or Contract Times by issuing:
 - 1. A Field Change.
 - 2. A Request for Proposal (RFP) to the Contractor. An RFP will detail all proposed changes in the Work and request a quotation for changes in Contract Sum and Contract Times from the Contractor.
- F. The Contractor shall bear all costs to develop and issue RFIs, RFPs and RFSs throughout the Contract duration, as such tasks are considered as part of the normal Project contract administration and part of the Work. Regardless of the number of RFIs, RFPs, and RFSs submitted, the Contractor will not be entitled to additional compensation. The Contractor must pay for both Port's and Architect/Engineer's administrative costs for answering RFIs where the answer could reasonably be found by reviewing the Contract Documents, as determined by the Port; the Port will deduct such costs from progress payments. The rates to be charged to the Contractor will be made available to the Contractor by the Port, at the Contractor's request.

1.05 REQUESTS FOR INFORMATION

- A. Upon discovering the need for information or clarification, the Contractor must submit an RFI to the Port immediately. The Contractor must reference each RFI to an activity on the progress schedule (see Section 01320, *Construction Schedules and Reports*) and shall note the time criticality of the RFI, indicating the time within which a RFI-Reply is required without potentially affecting the current progress schedule and the relative priority when more than one RFI is submitted at the same time. Failure by Contractor to reference the RFI to an activity on the current progress schedule or to note the time criticality on the RFI shall constitute Contractor's waiver of any claim for time delay or interruption to the Work resulting from any alleged delay in responding to the RFI.
- B. The Port will make all reasonable efforts to issue an RFI-Reply within seven (7) calendar days after receiving an RFI, unless an RFI-Reply is not possible within seven (7) calendar days of receipt of the RFI due to the complexity of the issue identified. In those instances, the Port will notify the Contractor accordingly and provide an estimated date for issuance of the RFI-Reply, and the Port may require the Contractor to meet and confer with the Port about the issue within seven (7) calendar days. RFIs submitted after 3:30 p.m. will be considered received at the beginning of the next business day.
 - 1. In its RFI-Reply, the Port may acknowledge a need to issue an RFP.
 - 2. Any request for a change in the Contract Sum or Contract Times based upon an RFI-Reply, must be submitted within seven (7) days after the Contractor receives the RFI-Reply, or such request will be deemed waived.

1.06 PORT INITIATED MODIFICATIONS PROCEDURES

- A. The Port may issue a written Field Change or RFP to the Contractor.
- B. Field Changes are generally issued directly and solely by the Resident Engineer to resolve minor or emergency issues discovered during construction, and are to be executed by the Contractor as agreed to make the specified change without change to the Contract Sum or Contract Times.
 - 1. If the Contractor believes that a Field Change requires a change in Contract Sum or Contract Times, the Contractor must promptly request any such changes prior to start of any said work. The Port may then deny request for change, dispute that the Field Change requires a change in the Contract Sum or Contract Times, cancel the Field Change, issue an RFP, or direct the Contractor to perform the Field Change work as disputed Work.
 - 2. All Contractor issued work tags, daily work tags, extra work authorization forms signed by the Port are for verification of labor time and materials used only. It is not a basis of authorization of payment from the Port.
- C. RFPs are generally originated by the Architect/Engineer and issued to the Contractor for a thorough response.
 - 1. Unless otherwise directed in the RFP, the Contractor must respond to the Port's RFP within fourteen (14) calendar days by submitting a responsive proposal, including a complete breakdown of costs of credits, deducts, and extras; and itemizing materials, labor, taxes, overhead, and profit. The RFP should specify what work is to be performed by Subcontractor(s).
 - 2. Upon approval of an RFP response, including mutually agreed terms or modifications, if any, the Port will issue a Change Order directing the Contractor to proceed with the changed Work. If the parties do not agree on the price for an RFP, the Port may direct the Contractor to proceed with the changed Work pursuant to Document 00700, *General Conditions*, and the Contractor must perform the changed Work notwithstanding any claims or disagreements of any nature.

1.07 COST DETERMINATION

The Contractor may invoice Work performed pursuant to a Change Order along with other Work in a progress payment request following completion of Change Order Work. The Contractor may bill for partial completion of Change Order Work if agreed upon by the Engineer and Contractor. Billings shall be submitted in accordance with costs as determined below and with Article 1.08 of this Section.

- A. The total cost of changed Work is the sum of labor costs, material costs, equipment rental costs, and specialist costs (as defined herein) plus overhead and profit as allowed herein. This limit applies in all cases of claims for changed Work, whether calculating Change Orders, RFP responses, or calculating claims of all types, whether in negotiation, litigation or arbitration, and applies even in the event of fault, negligence, strict liability, or tort claims of all kinds, including strict liability

or negligence. No other costs arising out of or connected with the performance of changed Work, of any nature, may be recovered by the Contractor. No special, incidental or consequential damages may be claimed or recovered against Port, its representatives or agents, whether arising from breach of contract, negligence or strict liability, unless specifically authorized in the Contract Documents.

B. Overhead and Profit:

1. Overhead shall be as defined in Article 1.11 of this Section.
2. Overhead and profit on labor for changed Work shall be twenty-five percent (25%) applied to labor costs as described in Article 1.08 A of this Section.
3. Overhead and profit on materials for changed Work shall be ten percent (10%) as described in Article 1.08 B of this Section.
4. Overhead and profit on equipment rental for changed Work shall be ten percent (10%) as described in Article 1.08 C of this Section.
5. When changed Work is performed by a first tier Subcontractor, the Contractor shall receive a five percent (5%) markup on the Subcontractor's total costs of changed Work.
6. When changed Work is performed by a lower tier Subcontractor, the Contractor shall receive a total of ten percent (10%) markup on the lower tier Subcontractor's total costs of changed Work. The Contractor, the first tier Subcontractor and lower tier Subcontractor shall divide the 10% markup as mutually agreed.
7. When changed Work is performed by a specialist Subcontractor, the Contractor shall receive a fifteen percent (15%) markup as described in Article 1.08 D of this Section.

C. Taxes:

1. Alameda County Sales Tax shall be included.
2. Federal and Excise Tax shall not be included.

1.08 COST BREAKDOWN

A. Labor:

The Contractor will be paid cost of labor for workers (including forepersons when authorized by the Port) used in actual and direct performance of changed Work. Labor rate, whether the employer is the Contractor, Subcontractor or other party, will be sum of following:

1. Actual Wages – Includes the total of actual wages paid to the workers and any employer payments to or on behalf of workers for health and welfare, pension, vacation and similar purposes.

2. Labor surcharge - Payments imposed by Port, City, State and Federal laws and ordinances, and other payments made to, or on behalf of, workers, other than actual wages as defined in Article 1.08 A 1 above, such as taxes and insurance. The labor surcharge shall be as set forth in *Caltrans Rental Rates*, labor surcharge rates in effect on date upon which changed Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein.

B. Materials:

The Port will only pay for materials furnished by the Contractor and necessarily used in performance of changed Work. Cost of such materials will be the actual cost, including sales tax, to purchaser (Contractor, Subcontractor or other party) from supplier thereof, except as the following are applicable:

1. No markup allowed on taxes. All associated material taxes are to be removed in the calculation of the allowable material markup as per sheet 4 of 4, COST BREAKDOWN FORM FOR CONTRACT MODIFICATION spreadsheet found within this Section.
2. If cash or trade discount by actual supplier is offered or available to purchaser, it shall be credited to Port even if the Contractor or the purchaser does not accept such discount.
3. For materials salvaged upon completion of changed Work, salvage value of materials shall be deducted from cost, less discount, of materials.
4. If the cost of a material is excessive, in opinion of the Port, then the cost of that material shall be deemed to be lowest current wholesale price at which material is available in the applicable quantity and delivered to Site, less any discounts as provided in Article 1.08 B 1 above.

C. Equipment Rental:

1. General Requirements -
 - a. Equipment used on changed Work shall be of proper size and type for that Work. If, however, equipment of unsuitable size or type is used, the cost of use of equipment billed to the Port shall be calculated at rental rate for equipment of proper size and type.
 - b. Rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.
 - c. Unless otherwise specified, manufacturer's ratings, and manufacturer approved modifications, shall be used to classify equipment for determination of applicable rental rates.
 - d. Individual pieces of equipment or tools not listed in *Caltrans Rental Rates* and having a replacement value of one hundred dollars (\$100) or less, whether or not consumed by use, shall be

considered to be small tools and no payment will be made therefore as payment is included in payment for labor. Rental time will not be allowed while equipment is inoperative due to breakdowns.

- e. The Contractor must use the least costly of appropriate Contractor- or Subcontractor-owned equipment or rented or lease equipment for any changed Work.
- f. For equipment already on Site, rental time to be paid for equipment shall be based on the time the equipment is in operation on changed Work being performed or on standby as approved by the Port.

2. Contractor and Subcontractor-owned Equipment -

For the Contractor- and Subcontractor-owned equipment, payment will be made at rental rates listed for equipment in the *Caltrans Rental Rates* which is in effect on date upon which changed Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein.

- a. For all Work delayed or stopped as changed Work under Port directed Force Account or claimed delay, where equipment is standing by and not operating for one hour or greater, the Delay Factor in the *Caltrans Rental Rates* shall be applied to the equipment rental rates.
- b. For all Work performed under Port directed Force Account or claimed delay during hours where the Contractor charges or claims overtime labor costs, the Overtime Factor in the *Caltrans Rental Rates* shall be applied to the equipment rental rates.
- c. Hours where equipment is inoperative in any way due to mechanical failure not directly caused by the Work performed, may not be billable to the Port.

3. Rented and Lease Equipment -

- a. For equipment rented or leased through a supplier and not owned by the Contractor or any Subcontractor working on the Project, and employed solely to perform the changed or claimed Work, payment will be made based on actual rental invoices and any fuel and maintenance costs based on in-service time, except that the provisions of Article 1.08 C 1 a of this Section shall apply.
- b. For equipment rented or leased through a supplier and not owned by the Contractor or any Subcontractor working on the Project, and employed to perform both original Contract and other changed Work or on other projects, along with the subject changed or claimed Work, payment will be made based on actual rental invoices prorated to the hours worked - assuming a 40 hour work week - and any fuel and maintenance costs based on in-service time. The provisions of Article 1.08 C 1 a of this Section shall apply, unless accepted by the Engineer as an efficient means of performing all of the Work where that equipment is used.

- c. The Contractor must negotiate and contract the lowest available rate for rented and leased equipment for the estimated time when the equipment will be needed for the changed or claimed Work. For example, if the Work is estimated to take three weeks, and a one month rental rate is less costly than three weeks rental, then the rate shall be for one month.
- d. Equipment lease or rented through a supplier is not subject to standby or delay factor adjustments or overtime charges and adjustments.

4. Equipment Transportation Costs -

For equipment which must be brought to Site to be used exclusively on changed Work, cost of transporting equipment to Site and its return to its original location shall be determined as follows:

- a. Port will pay for costs of loading and unloading equipment.
- b. Cost of transporting equipment in low bed trailers shall not exceed hourly rates charged by established haulers.
- c. Payment for transporting, and loading and unloading equipment as above provided will not be made if equipment is used on Work in any other way than upon changed Work.
- d. If the equipment is to be used at another job site, the Port will pay transportation charges to the Port, but will not to the other job site.

D. Work Performed by specialist Subcontractors

When the Port and the Contractor, by agreement, determine that special service or item of changed Work cannot be performed by forces of the Contractor or those of any Subcontractors listed or otherwise employed in the Work, the changed Work the Contractor may employ a specialist Subcontractor under the following terms.

- 1. Invoices for service or item of changed Work on basis of current market price thereof may be accepted without complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with established practice of special service industry to provide complete itemization.
- 2. In those instances wherein the Contractor is required to perform changed Work necessitating a fabrication or machining process in a fabrication or machine shop facility away from Site, charges for that portion of changed Work performed in such facility may, by agreement, be accepted as a specialist Subcontractor billing. Port must be notified in advance of all Off-Site Work.
- 3. To the specialist Subcontractor invoice price, less credit to Port for any cash or trade discount offered or available, whether or not such discount may have been taken, will be added fifteen percent (15%) in lieu of overhead and profit provided in Article 1.07 B of this Section.

1.09 FORCE ACCOUNT

- A. If it is impracticable because of nature of work or disagreements, or for any other reason, to fix an increase or decrease in price definitely in advance, the Port may direct the Contractor to proceed with the changed Work at a not-to-exceed (NTE) maximum price which shall not be exceeded without further written Port authorization. Subject to such limitation, such changed Work shall be paid for at actual necessary cost for Force Account Work or at the negotiated cost, as determined by the Port. The cost for Force Account Work shall be determined pursuant to Article 1.07 of this Section.
- B. When it is not possible or practical to price out the changed Work or claim for extra Work prior to the start of that work, a Force Account NTE Change Order will be used during the pricing and negotiation phase of the change. Once negotiations have been concluded and an agreement on cost has been reached, tracking the Work under Force Account is no longer necessary. Force Account Work may also be used when negotiations between the Port and the Contractor cannot agree on the value of the changed work. Other uses of Force Account Work must be approved by the Port.
- C. If the Contractor believes that the total work for a Force Account Work is valued over \$5000.00, the Contractor shall not begin any work without an executed NTE Change Order from the Port unless directed otherwise by the Director of Engineering or the Director of Engineering's designee.
- D. The Contractor must report to the Port each day in writing the amount and cost of labor and material used, and any other expense incurred in Force Account Work on preceding work day as required in Article 1.12 of this Section. No claim for compensation for Force Account Work will be allowed unless the report shall have been submitted daily to the Port.
- E. Whenever Force Account Work is in progress, the Contractor must report to the Port when 75% of the NTE amount has been expended.
- F. Force Account Work shall be paid as changed Work under this Section. The described methods of determining payment for work and materials shall not apply to performance of Work or furnishings of material which, in the Port's judgment, may properly be classified under items for which prices are established in the Contract Documents.

1.10 PORT FURNISHED MATERIALS

Port reserves right to furnish materials as it deems advisable, and the Contractor will not be entitled to any payment, overhead or profit mark-up on such materials.

1.11 OVERHEAD DEFINED

The following charges are deemed included in overhead for all Contract Modifications, including Force Account Work or agreed price Work, whether incurred by the Contractor, Subcontractors, or suppliers:

1. Drawings: field drawings, Shop Drawings, etc. including submissions of drawings, unless otherwise allowed by the Port as a significant portion of the Change Order Work.
2. Routine field inspection of work proposed
3. General superintendence
4. General administration and preparation of Change Orders
5. Computer services, unless otherwise allowed by the Port as a significant portion of the Change Order Work.
6. Reproduction services
7. Salaries of project engineer, Project Manager, superintendent, timekeeper, storekeeper and secretaries
8. Janitorial services
9. Temporary on-Site facilities
 - a. Offices
 - b. Telephones
 - c. Plumbing
 - d. Electrical: power, lighting
 - e. Platforms
 - f. Fencing, etc
10. Home office expenses
11. Insurance and bond premiums
12. Procurement and use of vehicles and fuel used coincidentally in base Bid Work
13. Surveying, unless otherwise allowed by the Port as a significant portion of the Change Order Work
14. Estimating
15. Protection of work
16. Final cleanup
17. Other incidental work

1.12 RECORDS AND CERTIFICATION

- A. The Contractor must record Force Account charges daily using the *Cost Breakdown for Contract Modification Forms* included in this Section. The Contractor or its authorized representative must complete and sign the forms. On the *Contract Modification Form*, the Contractor must provide names and classifications of workers and hours worked by each, itemize materials used, and also list size type and identification number of equipment, and hours operated, and shall indicate work done by specialists. Other forms with equivalent information on it may be used at the Port's discretion.

- B. No payment for Force Account Work shall be made until the Contractor submits original or copies of original invoices substantiating materials and specialist costs.
- C. Port shall have the right to audit all records in possession of the Contractor relating to activities covered by the Contractor's claims for modification of Contract, including Force Account Work and Field Change Work, as set forth in Document 00700, *General Conditions*.
- D. Further, Port shall have right to audit, inspect, or copy all records maintained in connection with this Contract, including financial records, in possession of the Contractor relating to any transaction or activity occurring or arising out of, or by virtue of, Contract. If the Contractor is a joint venture, the Port's rights shall apply to same extent to the records of each joint venture sponsor, and of each individual joint venture member.

1.13 WORK SUSPENSIONS

In the case of work suspensions or claims for delay, the Contractor may not claim and recover costs based upon the "Eichleay" formula. Contractor must prove and substantiate actual costs, overhead, and actual Project expenses, using the criteria set forth in this Section, reduced if appropriate by taking into account any costs reasonably avoidable through reasonable mitigation measures.

PART 2 - PRODUCTS

Not applicable to this Section.

PART 3 - EXECUTION

Not applicable to this Section.

PART 4 - COST BREAKDOWN FORM

COST BREAKDOWN FORM FOLLOWS ON NEXT PAGES

COST BREAKDOWN FORM FOR CONTRACT MODIFICATION

SHEET 1 OF 4

One separate form shall be used by the Contractor, each first tier Subcontractor and each lower tier Subcontractor. One form for each shall be used for each Change Order, Contractor, and day.

CHANGE ORDER NUMBER: _____ DATE: _____

CHANGE ORDER DESCRIPTION: _____

CONTRACTOR: _____

LABOR				
NAME	CLASSIFICATION	HOURS	RATE *	TOTAL
TOTAL LABOR COSTS (Enter here and on Line 1 of Sheet 4)				

* The labor rate must comply with Article 1.08 A of Section 01250. The Contractor shall provide a list of classification worked broken down into direct wages and labor surcharge.

COST BREAKDOWN FORM FOR CONTRACT MODIFICATION

SHEET 2 OF 4

MATERIALS	
DESCRIPTION	COST
TOTAL MATERIAL COSTS (Enter here and on Line 4 of Sheet 4)	

* Material cost must comply with Article 1.08 B of Section 01250.

EQUIPMENT RENTAL				
SIZE AND TYPE	I.D. #	HOURS	RATE *	TOTAL
TOTAL EQUIPMENT RENTAL COSTS (Enter here and on Line 8)				

* Equipment cost must comply with Article 1.08 C of Section 01250.

COST BREAKDOWN FORM FOR CONTRACT MODIFICATION

SHEET 3 OF 4

SUBCONTRACTORS			
SUBCONTRACTOR NAME:	1ST Tier Cost	Lower Tier Cost	Specialist Cost *
TOTAL SUBCONTRACTOR COSTS Enter here and on Lines 11, 14, and 17)			

* Cost for specialist Subcontractor must comply with Article 1.08 D of Section 01250.

COST FORM FOR CONTRACT MODIFICATION

SHEET 4 OF 4

TOTAL COSTS	
1. TOTAL LABOR COSTS	
2. 25 % of Line 1	
3. ADD Lines 1 and 2	
4. TOTAL MATERIAL COSTS	
5. 10 % of Line 4	
6. 9.00 % (or current applicable Sales Tax Rate) of line 4	
7. ADD Lines 4, 5 and 6	
8. TOTAL EQUIPMENT RENTAL COSTS	
9. 10 % of Line 8	
10. ADD Lines 8 and 9	
11. TOTAL 1st Tier Subcontractor Costs	
12. 5% of Line 11	
13. ADD Lines 11 and 12	
14. TOTAL Lower Tier Subcontractor Costs	
15. 10 % of Line 14	
16. ADD Lines 14 and 15	
17. TOTAL SPECIALIST SUBCONTRACTOR COSTS	
18. 15 % of Line 17	
19. ADD Lines 17 and 18	
20. TOTAL COST OF EXTRA WORK (ADD Lines 3, 7, 10, 13, 16 and 19)	

CONTRACTOR OR AUTHORIZED REPRESENTATIVE: _____

APPROVED BY PORT: _____

END OF SECTION

SECTION 01310

JOB SITE ADMINISTRATION

PART 1 - GENERAL

1.01 SUMMARY

This Section describes requirements for job site administration, including the roles and responsibilities of the Port's Resident Engineer and the Contractor's Project Management Team.

1.02 RELATED SECTIONS

- A. Section 01315, *Project Meetings*
- B. Section 01320, *Construction Schedules and Reports*
- C. Section 01780, *Project Record Documents*

1.03 REFERENCES

The following references are incorporated into the requirements of the Work as described herein. The limits and scope of these references shall be as per Section 01420, *References and Definitions*.

- A. ASTM International (ASTM) D3666, *Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials*.
- B. ASTM D3740, *Standard Practice for Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction*.
- C. ASTM E329, *Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection*.
- D. ASTM E543, *Standard Specification for Agencies Performing Nondestructive Testing*.

1.04 SUBMITTALS

As per the requirements of Section 01330, *Submittals*, the Contractor shall submit, prior to issuance of the Notice to Proceed, information regarding the Contractor's Project Management Team, as per Article 1.06 of this Section, as follows:

- A. Include the names, detailed project experience, references, and proposed project position for each key team member.
- B. If, during the course of the Project, the Contractor finds it necessary to replace a key member of the Project Management Team, the Contractor shall re-submit the name, qualifications, and experience of the proposed replacement to the Port for approval.

1.05 PORT'S MANAGEMENT TEAM

- A. The Port's representative for this Contract is the Port's Chief Engineer who has designated the Resident Engineer (the Engineer) to directly represent the Port.

- B. The Resident Engineer, as described in Section 01420, *References and Definitions*, will manage the Contract on behalf of the Port. The Resident Engineer, under authority from the Port, has the responsibility to administer the Contract so that its completion may be accomplished in accordance with the Contract Documents. Should the performance of the Contractor or the quality of the Contractor's Work, or the materials furnished by the Contractor, fail to meet the standards specified, the Resident Engineer may take such action or require such measures to be taken by Contractor as may be required to meet the requirements of the Contract.
- C. Functions of the Resident Engineer include, but are not limited to, the following:
1. To act as the Port's representative to the Contractor in all matters concerning the Contract, monitoring the Contractor's performance in all respects to ascertain that the Work is performed in accordance with all the requirements of the Contract, except that the Port may delegate to other Port representatives the following:
 - a. Insurance.
 - b. Certified Payrolls.
 - c. MAPLA Compliance.
 - d. Health and Safety Issues.
 - e. Environmental monitoring and compliance as specifically noted elsewhere in the Project Manual.
 - f. Security Issues as specifically noted elsewhere in the Project Manual.
 2. To represent the Port regarding clarification of discrepancies and resolution of questions of fact that arise during performance of the Work under the Contract.
 3. To act as the Port's point of contact with all agency and utility construction interfaces with the Work under this Contract, except as specifically noted elsewhere in the Project Manual.
- D. The Contractor shall provide formal notice of any and all potential claims arising during the performance of the Work directly to the Resident Engineer, who will administer the processing and resolution of any such claims in accordance with the requirements of the Contract.
- E. The Contractor shall address all contractual correspondence, including submittals, to the Resident Engineer, unless otherwise specifically directed in the Contract. Any required or requested interface between the Contractor and the Port, the Architect/Engineer, or any other representative of the Port, will be coordinated by the Resident Engineer.
- F. Except for emergencies or unless otherwise assigned, the Port's Chief Engineer reserves to itself the authority to act on the following items:
1. Instruct Contractor to start or stop the Work.
 2. Authorize performance by Contractor of extra Work or changed Work beyond the Resident Engineer's monetary authority

3. Authorize payment to Contractor for Work performed.
4. Authorize Final Acceptance of the Work.
5. Extend the Contract Times, subject to the express limits placed upon the Chief Engineer under the Port Purchasing Ordinance.

1.06 CONTRACTOR'S PROJECT MANAGEMENT TEAM

The Contractor shall staff the Project with a management team qualified and experienced in construction of a public works project of this value, nature and complexity. This team shall possess the competency, skills and authority specified in Document 00700, *General Conditions*.

- A. For projects with the total Bid price, as shown on Document 00400, *Bid Form*, exceeding \$1,000,000, key team members, including at minimum, the superintendent and all forepersons, shall have a minimum of three (3) years of experience in the proposed position. For projects where the Total Bid Price exceeds \$10,000,000, key team members shall have a minimum of five (5) years of experience in the proposed position.
- B. The Project Management Team shall be composed of members with the necessary skills and be sufficient in number to handle all duties normal to a project of this scale and complexity. Special attention shall be given to the responsibility for coordination and scheduling.
- C. The Contractor's Project Management Team must be responsible for performing the following duties, including, but not necessarily limited to:
 1. Resolving construction related issues.
 2. Coordinating permitting and construction activities to ensure timely completion of the Project.
 3. Maintaining a CPM schedule as specified in Section 01320, *Construction Schedules and Reports*.
 4. Coordinating construction activities of suppliers and Subcontractors with those of the Contractor and each other to ensure timely deliveries for installation.
 5. Coordinating the construction activities of Subcontractors to ensure available manpower and adequate labor to complete the Work.
 6. Coordinating necessary inspections with the Port, the approved testing laboratory, and other agencies as required for the progress of the Work.
 7. Participating in Project meetings as described in Section 01315, *Project Meetings* with the Port and the Architect/Engineer to review the progress of the construction, and identifying and resolving outstanding construction related issues.
 8. Coordinating the installation, operation, and maintenance of temporary utilities required during construction.

9. Prior to submittal of Shop Drawings, Product Data, Samples, and other submittals, as specified in Section 01330, reviewing for compliance with the Contract Documents and coordination with other Work. This review may include:
 - a. Checking field dimensions and clearance dimensions.
 - b. Checking relation to available space.
 - c. Checking anchor bolt settings.
 - d. Reviewing the effect of changes, if any, on the Work of other contracts or by others.
 - e. Checking compatibility of equipment and work of the various trades.
 - f. Checking motor voltages and control characteristics.
 - g. Coordinating controls and interlocks: voltages and wiring of electric switches and relays.
 - h. Coordinating wiring and control diagrams.
 - i. Certifying compliance with Contract Documents and documenting differences and conflicts.
10. Preparing coordination drawings as required to ensure coordination of Work of, or affected by, mechanical and electrical Work, or to resolve conflicts. Reproducing and distributing reviewed copies of these drawings to all concerned parties.
11. Observing required testing and maintaining a record of tests. Such records shall include, at minimum:
 - a. Testing laboratory and name of inspector, and the credentials for taking samples and making tests, if applicable.
 - b. Subcontractor.
 - c. Manufacturer's representative present.
 - d. Date and time of testing.
 - e. Type of product or equipment.
 - f. Type of test, and test results.
 - g. Retesting required
12. Verifying that Subcontractors maintain an accurate and up-to-date version of the Contract Documents.
13. Observing the Work for compliance with requirements of the Contract Documents. Maintaining a list of observed deficiencies and discrepancies.
14. Overseeing equipment start-up:
 - a. Checking to ensure that utilities and specified connections are complete and that equipment is in operable condition.
 - b. Observing testing, adjusting, and balancing.
 - c. Recording results, including time and date of start-up.

15. Inspecting Equipment:
 - a. Prior to inspection, checking that equipment is clean, repainted as required, tested, and operational.
 - b. Assisting inspector; prepare list of items to be completed or corrected.
16. Assembling Project record documents from Subcontractors and submitting completed Project record documents to the Port in accordance with Section 01770, *Contract Closeout* and other requirements of the Contract Documents.

1.07 QUALITY OF THE CONSTRUCTED PRODUCT

The quality of all Work is subject to the requirements of Document 00700, *General Conditions*.

- A. The Contractor shall supervise the Work as per Document 00700, and is responsible for the quality of all products furnished and installed.
- B. The Contractor, the Contractor's subcontractors, and the Contractor's suppliers and manufacturers shall have or shall develop and implement processes where the final constructed products meet the requirements of the Plans and Project Manual (the Contract Documents) and accepted industry standards of quality.
 1. For any product or method, the Engineer may request that the Contractor show proof of viable construction quality plans, programs, and practices, whether or not specifically described in the Contract Documents.
 2. The Contractor shall take all reasonable measures to inspect constructed products for defects, and shall repair or replace such defective constructed products.
 3. The Contractor shall adjust and correct all means and methods as necessary to eliminate production of defective Work and to ensure the Work meets the requirements of the Contract Documents.
- C. The Contractor shall perform the Work under the general observation of the Port as per Document 00700, *General Conditions*.
 1. The Engineer will directly, or through designated inspectors, inspect and evaluate the constructed product to the standards of the Contract Documents, then accept or reject Work.
 2. The Technical Specifications may require the Contractor to hire an independent laboratory meeting the requirements of 1.08 or 1.09 to perform testing, with the Engineer accepting or rejecting Work based on the testing companies' results. Independent testing laboratories performing such tests must be free of influence from the Contractor, and shall evaluate the Work based solely on technical and professional standards.
 3. Tests to be performed for the Port's acceptance of the Work are described in the individual Technical Specifications Sections. If a testing standard is not

listed, but is necessary to determine quality, the Engineer may take samples and perform tests according to the testing standard.

4. The Contractor is responsible for quality of manufactured projects, and shall reject any substandard supplied equipment or materials prior to installation.
 - a. The Technical Specifications or Engineer may require the Contractor to submit information about the manufacturer's means and methods for manufacturing products, and to show proof that the manufacturer has instituted effective quality assurance and quality control programs.
 - b. The Technical Specifications or Engineer may further require that the Contractor's manufacturer allow the Engineer or other designated Port representatives to visit the manufacturing facility to inspect and perform tests on manufactured products to accept or reject products prior to shipment.
 - c. The Technical Specifications or the Engineer may assign certain aspects of testing of manufactured products to the manufacturer. In these cases, the Engineer or the Technical Specifications may require the Contractor to submit the manufacturer's proof of inspection and acceptance testing for the Port's review and acceptance or rejection.
 - d. The Port has the right to reject substandard equipment and materials prior to or after delivery, and prior to and after installation.

1.08 CONTRACTOR'S INDEPENDENT LABORATORIES FOR DIVISION 2-15 WORK

Except as described in Division 16 specifications, the Contractor's testing laboratory used for sampling and testing or for the Contractor's confirmation of acceptability of the final product, shall be accredited by a national authority such as the National Voluntary Laboratory Accreditation Program (NVLAP), the American Association for Laboratory Accreditation (AALA), the AASHTO Accreditation Program (AAP), or Army Corps of Engineers Validated Laboratories, as applicable, and shall be able and competent in performing site and laboratory tests and collecting field samples as described in the Technical Specifications.

- A. At minimum, the Independent Testing Laboratory shall meet the requirements of ASTM D3666, ASTM D3740, ASTM E329, ASTM E543, and additional qualifications specified in individual Sections of this Project Manual.
- B. All testing shall be performed under the supervision and control of a California Registered Professional Engineer employed by the Testing Laboratory.

1.09 TESTING LABORATORY REQUIREMENTS FOR DIVISION 16 WORK

Testing laboratory requirements for Division 16 Work may be described within Division 16.

1.10 PROJECT SITE CONTACT SIGNS

- A. The Contractor shall supply, post and maintain a sign at the job site in a format and location visible and legible to all of the Contractor's employees at all times during the

construction and until the construction work is completed. The sign shall contain names and contact information of the Contractor's key personnel and Port personnel responsible for the Project. The minimum sign dimensions shall be 11" x 17". The sign shall conform to a Port provided template. The sign shall include the following information printed on card stock and laminated or otherwise made weatherproof:

1. Project name and contract number;
 2. The start and scheduled completion dates of the project;
 3. The name of the Contractor followed by the contact information for the Contractor's key project management team members such as the project superintendent, project manager, and safety representative; followed by
 4. The heading "Port of Oakland Contacts" followed by:
 - a. Port Resident Engineer: (Name, Phone number & email address);
 - b. Port Safety: (Name, Phone number & email address);
 - c. Port Contract Compliance Officer: (Name, Phone number & email address); and
 - d. Other Port personnel as directed by the Engineer: (Name, Phone number & email address)
- B. The Contractor shall post and maintain a Port supplied Notice of Certified Payroll Records sign at the job site in a format and location visible and legible to all of the Contractor's employees at all times during the construction and until the construction work is completed.
- C. Signs shall be posted in a location acceptable to the Port prior to the beginning of construction and shall be relocated, maintained and replaced as necessary to the satisfaction of the Port to ensure that it is visible and legible to all employees as the construction proceeds and until the construction work is completed.

PART 2 - PRODUCTS

Not applicable to this Section.

PART 3 - EXECUTION

Not applicable to this Section.

END OF SECTION

SECTION 01315

PROJECT MEETINGS

PART 1 - GENERAL

1.01 SUMMARY

This Section describes the required project meetings for the Project, including the Preconstruction Conference, scheduling meetings, progress meetings, special meetings, and safety meetings. There may be other meetings as required by the Plans, Technical Sections, and Engineer. See Section 01100, Summary of Work, or other project meetings specific to the Project.

Meeting	Frequency and Time of Meetings
Pre-Construction Conference	One meeting after the Award and before the NTP
Interim Baseline Construction Schedule (or Baseline Construction Schedule), Schedule of Submittals, and Schedule of Values Review Meeting [If Applicable]	At least fifteen (15) days before submission of the First Application for Payment (Document 00700, <i>General Conditions</i>)
Comprehensive CPM Schedule Review Meeting [If Applicable]	30 days from the Notice to Proceed date
Weekly Progress Meeting	One (1) meeting each week from the NTP to Final Completion
Monthly Schedule Update Meeting [If Applicable and only for projects 45 Calendar days or greater to substantial completion]	Prior to or after the Weekly Progress Meeting after submission of the Monthly Updated Construction Schedule (MUCS)
Special Meetings	Five (5) days notice with reason, and at any time for emergencies.
Safety Orientation	Once prior to starting work at the Site and then prior to each new Contractor employee accessing the Site
Safety "Tailgate" Meeting	One (1) meeting each week from the beginning to the end of all field work.
Contractor Safety Committee Meeting	One (1) meeting each month from the beginning to the end of all field work.

1.02 RELATED SECTIONS

- A. Section 01310, *Job Site Administration*
- B. Section 01320, *Construction Schedules and Reports*

1.03 PRECONSTRUCTION CONFERENCE

The Port will schedule and administer the Preconstruction Conference at a time and place to be announced. The conference will occur as soon after issuance of the Notice of Award as can be reasonably scheduled.

- A. The Contractor, all Subcontractors, and major suppliers shall attend Preconstruction Conference.
- B. The agenda may include, but not necessarily be limited to, the following items.
 - 1. Schedules
 - 2. Personnel badging and vehicle permit procedures
 - 3. Use of premises
 - 4. Location of the Contractor's on-site facilities
 - 5. Employee parking
 - 6. Security
 - 7. Housekeeping
 - 8. Submittals
 - 9. Inspection and testing procedures, on-site and off-site
 - 10. Utility shutdown procedures
 - 11. Control and reference point survey procedures
 - 12. Injury and Illness Prevention Program
 - 13. Contractor's Interim Baseline CPM Schedule, if required.
 - 14. Contractor's Schedule of Values
 - 15. Contractor's Schedule of Submittals
- C. The Port will record and distribute minutes to the Contractor's designated project manager, within five (5) calendar days after meeting. Attendees will have seven (7) calendar days to submit comments or additions to minutes. The minutes will constitute final memorialization of results of meeting.

1.04 SCHEDULING MEETINGS

The Contractor shall attend scheduling meetings as per the requirements of Section 01320, *Construction Schedules and Reports*.

1.05 PROGRESS MEETINGS

- A. The Port will schedule and administer Progress Meetings throughout duration of Work. Progress meetings will be held weekly unless otherwise directed by the Port.
 - 1. Meetings shall be held at the Contractor's on-Site office unless otherwise directed by the Port.

2. The Port will prepare agenda and distribute to the Contractor, in advance of meeting.
 3. The Port will preside at meeting.
 4. The Port will record and distribute minutes to the Contractor's designated project manager, within five (5) calendar days after meeting. Attendees will have seven (7) calendar days to submit comments or additions to minutes. The minutes will constitute final memorialization of results of meeting.
- B. The Contractor's job superintendent, major subcontractors and suppliers, the Engineer, other Port representatives, and others as appropriate to agenda topics for each meeting, shall attend the Progress Meetings.
- C. Agenda will contain the following items as appropriate:
1. Work progress.
 2. The Four-Week Plan as per Section 01320.
 3. Submittals.
 4. Delivery schedules.
 5. Utility shutdowns, traffic disruptions, runway, taxiway or other closures, and other interferences with Port operations, tenants or public scheduled activities during the subsequent two (2) weeks.
 6. Quality control issues and scheduled testing.
 7. Pending changes.
 8. Proposed Substitutions as per Section 01620, *Product Options and Substitutions*.
 9. Review of the Contractor's safety program activities and results, including report on all serious injury and damage accidents.
 10. Other items affecting progress of Work.
- D. The Contractor shall attend periodic scheduling meetings as per the requirements of Section 01320.

1.06 SPECIAL MEETINGS

- A. Special meetings may be called by any party by notifying all desired participants, the Port, and the Engineer five (5) calendar days in advance, and by giving reason for meeting. Special meetings may be held without advance notice in emergency situations.
- B. At any time during the progress of the Work, the Port shall have authority to require the Contractor to attend a conference of any or all of the contractors engaged in the Work or in other related work.
- C. The Contractor shall schedule and conduct coordination meetings as necessary to discharge coordination responsibilities in the General Conditions. The Contractor shall give the Port five (5) calendar days written notice of coordination

meetings. The Contractor shall maintain minutes of coordination meetings and shall distribute minutes of coordination meetings to attendees. Attendees will have seven (7) calendar days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of coordination meetings.

1.07 SAFETY MEETINGS

- A. Conduct monthly Contractor Safety Committee meetings.
- B. Conduct weekly tool-box or "tailgate" safety talks.
- C. If the Owner Controlled Insurance Program (OCIP) is implemented by the Port:
 - 1. The Contractor shall attend, and require all of the Contractor's employees in the field to attend safety orientation conducted by OCIP Safety Office at the pre-construction Meeting. Orientations for field personnel are conducted by the Contractor thereafter in accordance to Contractor's safety program.
 - 2. The Contractor's employees will, upon completion of safety orientation, be issued a safety compliance badge, which will be necessary for entry to the construction site, in addition to other required security credentials (Transportation Workers Identification Credentials {TWIC}, or Security Identification Display Area {SIDA}).
 - 3. The Contractor shall have all supervisory personnel to attend one session of a safety orientation conducted by OCIP Safety Office. Orientations for supervisory personnel are conducted biweekly.
 - 4. All safety meetings conducted by the Contractor or Subcontractors may be attended by representatives of the OCIP, and the Contractor shall allow access to such meetings. The Contractor shall notify the Port Risk Manager times and places of all Contractor's and Subcontractors' safety meetings.

PART 2 - PRODUCTS

Not applicable to this Section.

PART 3 - EXECUTION

Not applicable to this Section.

END OF SECTION

SECTION 01320

CONSTRUCTION SCHEDULES AND REPORTS

PART 1 - GENERAL

1.01 SUMMARY

This Section includes the requirements for all Critical Path Method (CPM) Construction Schedules, including the Interim Baseline Construction Schedule, Baseline Construction Schedule, Monthly Updated Construction Schedules, Revised Baseline Construction Schedules, and Recovery Construction Schedules.

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1.03 RELATED DOCUMENTS AND SECTIONS

- A. Document 00520, *Agreement*
- B. Section 01200, *Measurement and Payment*

1.04 DEFINITIONS

In addition to those definitions included in Section 01420, *References and Definitions*, the following definitions apply to this Section:

- A. **Activity:** A task, event or other Contract element on a schedule that contributes to completing the Contract. Activities have a description, duration, and one or more logic ties.

- B. Activity Duration: The total number of actual working days required to perform an Activity.
- C. Actual Dates: The actual start or finish date of an Activity which occurs prior to the Data Date. Dates occurring after the Data Date are not Actual Dates.
- D. Baseline Construction Schedule (BCS): A fixed Progress Schedule used to plan construction progress.
- E. Construction Schedule: A computer-produced schedule in the Critical Path Method (CPM) format. The Construction Schedule includes all Activities necessary to clearly establish the critical path and, to demonstrate complete and accurate planning and sequencing of the Project, and to permit monitoring and evaluation of progress and time impacts. Construction Schedule includes the Interim Baseline Construction Schedule, Revised Baseline Construction Schedules, and Recovery Construction Schedules.
- F. Critical Path Method (CPM): A network-based planning technique using Activity Durations and the relationships between Activities to mathematically calculate a Construction Schedule for the entire Project.
- G. Current Construction Schedule: The most recent Port accepted Construction Schedule.
- H. Data Date: The work day after the date through which a Construction Schedule is current. Everything occurring earlier than the Data Date is "actual" and everything on or after the Data Date is "planned".
- I. Early Completion Date: A Milestone completion or Substantial or Final Completion that is shown on a Construction Schedule earlier than the dates calculated by the Contract Times.
- J. Float: The amount of time between the early and late start dates of an Activity, or between the early and late finish dates of the Activity in the CPM schedule. Practically, "Float" is the amount of time that completion of an Activity can be delayed before affecting a successor Activity.
- K. Four-Week Work Plan: A schedule in calendar time-scaled bar chart format providing detail greater than that included in the Current Construction Schedule for the Contractor's intended Activities for the upcoming three-week period and actual data for the previous week.
- L. Interim Baseline Construction Schedule (IBCS): An interim fixed Progress Schedule used to plan construction progress, valid up to 90 days past issuance of the Notice to Proceed.
- M. Level of Effort (LOE): Level of Effort tasks are performed in support of other Work, or the entire Project effort, and do not lend themselves to measurement of a discrete accomplishment. Examples of LOE tasks include Project accounting, customer liaison, engineering management, Project controls, etc. The durations of LOE tasks are defined by the Work that they support.

- N. Milestone: A marker in a network which is typically used to mark a point in time or denote the beginning or end of a sequence of Activities. A Milestone has zero duration, but will otherwise function in the network as if it is an Activity.
- O. Monthly Updated Construction Schedule (MUCS): A revised Progress Schedule used to track actual construction progress.
- P. Near Critical Path: A chain of Activities with Project Float exceeding that of the critical path, but not significantly. The amount of Project Float in a path considered near critical will vary as the Project progresses, decreasing as the Project nears completion.
- Q. Open-Ended Activity: An Activity without at least one predecessor or without at least one successor, with the exception of the first or last Activities.
- R. Out-of-Sequence Activity: Any Activity that actually starts in a sequence other than shown in the Current Construction Schedule.
- S. Revision: A change in a schedule that modifies logic, adds or deletes Activities, or alters Activities, sequences, or durations.
- T. Recovery Schedule: A modified Current Construction Schedule prepared to show how the delay can be recovered to avoid affecting any Contract Milestone date or Final or Substantial Completion date.
- U. Project Float: The amount of time that the critical path can be delayed before delaying completion of the Work within the Contract Times.
- V. Time Impact Evaluation (TIE): A schedule analysis method for determining the cause and extent of impact from a delay to any point on the critical path of a Construction Schedule. If the initial analysis determines that the impact altered the critical path so that different Activities are now on the new critical path, the TIE will include further analysis of the new critical path.

1.05 SUBMITTALS

As per the requirements of Section 01330, *Submittals*, the Contractor must submit the following Progress Schedules on a CD or DVD containing the complete files and data in Microsoft Project format, and as a .pdf file, and five (5) hard copies of the computer-generated schedule and reports:

- A. No more than five (5) calendar days after receipt of the executed Agreement, Document 00520, submit either the Interim Baseline Construction Schedule (IBCS) (pursuant to Article 1.09 of this Section) or the Baseline Construction Schedule (pursuant to Article 1.10 of this Section).
- B. Within 45 calendar days of issuance of the Notice to Proceed, submit the Baseline Construction Schedule.
- C. By the first day of the month and prior to submitting a progress payment request as described in Section 01200, *Measurement and Payment*, submit Monthly Updated Construction Schedules.

- D. If required to recover lost time, the Contractor must submit Recovery Construction Schedules pursuant to Article 1.13 of this Section.
- E. If the Contractor believes that the current Progress Schedule has been impacted by Change Orders or delays, as per the requirements of Article 1.14 of this Section, the Contractor must submit Time Impact Evaluations.

1.06 CONSTRUCTION SCHEDULE GENERAL REQUIREMENTS

- A. All Construction Schedules must be based on Critical Path Method (CPM) and must comply with generally accepted construction standards for scheduling.
- B. The Contractor must develop all Construction Schedules and monitor the actual progress of the Work to ensure it is proceeding in accordance with the Current Construction Schedule. The Contractor's submittal of a Construction Schedule constitutes the Contractor's representation that the Construction Schedule meets the requirements of the Contract Documents and that the Work will be executed in the sequence and duration indicated.
- C. Construction Schedules must represent a practical plan to complete the Work within the Contract Times and Contract Milestone dates, and must convey the Contractor's plan for timely performance of the Work. The overall time of completion and time of completion for each Milestone shown on Construction Schedule must adhere to times shown in Document 00520, *Agreement*, unless such times are otherwise modified by a Change Order.
- D. All Construction Schedules prepared by the Contractor must meet the Contract requirements and must include all Contractor Activities and work By Others affecting the progress of the Work and the requirements of Document 00520, *Agreement*.
- E. The Port will not accept an Interim Baseline Construction Schedule or a Baseline Construction Schedule showing Early Completion Dates for the Contract Times.
- F. All Construction Schedules must show accurate dates and realistic Activity Durations. The Port will reject any schedule that shows:
 - 1. Work complete that has not been completed.
 - 2. Past dates as future dates. For example, the Port will reject a schedule submitted on February 1, 2016 showing a start date of January 1, 2016, for an Activity that has not yet started.
 - 3. Critical or near critical Work that will necessarily take longer to complete than what is shown on the schedule.
 - 4. Work that will necessarily take less time to complete than what is shown, and thereby concealing and underestimating Project Float.
 - 5. An Activity to be intentionally delayed without reason.

- G. The Contractor must use the latest version of its scheduling software, with the ability to save or transfer the required data into the latest version of Microsoft Project.

1.07 CONSTRUCTION SCHEDULE TECHNICAL REQUIREMENTS

All Construction Schedules must comply with the technical requirements for content and must be consistent with the scheduling principles described below.

A. Content: Each Construction Schedule must:

1. Include all Activities necessary to clearly establish the critical path(s), to demonstrate complete and accurate planning and sequencing of the Work, and to permit monitoring and evaluation of progress and time impacts.
2. Include all Activity Durations not exceeding 15 working days, unless the Activity is a "Level of Effort (LOE)" task, or unless specifically approved by the Port upon the Contractor's request for Activities that are not suitably divided into discrete tasks (equipment, soil surcharging, concrete curing, etc.).
3. Include all Contract Times and Contract Milestone dates.
4. Resource load all Activities.
 - a. Resource load surveying, engineering support, and Shop Drawing Activities with non-manual job hours.
 - b. Resource load construction, testing, and commissioning Activities. Include labor hours and key quantities as indicated on the Contract schedule of values and major construction equipment usage for Activities whose durations are determined by equipment availability.
 - c. Ensure that labor resource loading is consistent with the Contractor's overall planned workforce.
5. Include Activities for mobilization, including material, equipment, labor, and Subcontractor mobilization.
6. Include Activities for obtaining required security badges and other credentials.
7. Identify procurement of significant, critical, or long lead time (over 60 calendar days) material and equipment. Include the following as separate Activities with respect to such material and equipment: Submittal review and acceptance; order, supplier design and manufacturing; and delivery and inspection at the Site.
8. Show all other submittals whose submission, review, and approval may affect the schedule or the start or completion of any Activities.

9. Include consideration of seasonal weather conditions, which do not constitute a delay as determined under the Contract Documents, including all Work influenced or delayed by, precipitation, high or low ambient temperatures, or presence of high moisture for the completion of the Work within the allotted Contract Time. See Document 00700, *General Conditions*, regarding delay due to adverse weather.
 10. Clearly identify Port and third party tasks (including those of utility owners, other contractors, and known tenant work) which could impact progress as unique Activities. These Activities include, but are not limited to: Work area access, right-of-way, submittal reviews, inspections and tests by the Port or other governmental agencies, environmental permit approvals by regulators, utility shutdowns, Notice(s) to Proceed (“NTP”), and delivery of Port-furnished materials.
 11. Include Activities for acquisition of permits, if applicable.
 12. Include significant construction re-work due to nonconformance with the Contract Documents, if such rework becomes necessary.
 13. Include witness and hold points, where applicable (permit inspections, etc.).
 14. Include safety certification Activities, if applicable.
 15. Include separate Activities for developing and completing punch list items, Contractor testing, Port testing, third party testing, acceptance of the Work, delivery of spare parts, and demobilization.
- B. Scheduling Principles: The Contractor must produce Construction Schedules that meet all of the following criteria:
1. Develop schedules using the latest version of Critical Path Method (CPM) scheduling software which can convert the required data to Microsoft Project files, compatible with the latest version of Microsoft Project.
 2. Contain Activity coding such that Activities can be grouped to correspond directly with the Bid items and the schedule of values.
 3. Identify all Activities to be performed by Subcontractors, and identify the Subcontractor through the use of an Activity code. Upon request by the Port, the Contractor must provide a Subcontractor's confirmation of the Subcontractor's ability to comply with any Construction Schedule Revisions affecting the Subcontractor.
 4. Use time scaling and clearly show the sequence of the Work and interdependencies of Activities. All Activities in the Schedule, with the exception of the first and last Activities, must have a minimum of one predecessor and a minimum of one successor Activity.

5. Establish the need dates for procurement deliveries, driven by the requirement for construction turnover of systems to startup/commissioning.
6. Express Activity Durations in whole working days.
7. Include Revisions of the remaining durations for Activities in progress that are forecast to have durations longer than as originally planned.
8. Include a list of anticipated non-work days and holidays, but exclude weekends from this list. The Current Construction Schedule must be consistent with the non-work days and holidays identified in the Baseline Construction Schedule (BCS).
9. Ensure that all Activities use a work calendar consistent with the planned Work Schedule for the Activity, including any contractual work calendar restrictions.
10. Include descriptions of scheduled Activities with sufficient detail to identify the Work that is to be accomplished. Explain uncommon abbreviations. Specifically describe all schedule Activities.
11. Do not include Float suppression techniques, such as unnecessary preferential sequencing (crew movement, equipment use, and form reuse), extended duration(s) without basis, imposed dates, scheduling of work not required for the Contract, and other such techniques. The Contractor may not use these techniques to affect or limit Float in the Schedule.
12. Include separate Activities for passive events that are a necessary part of the construction process, for example, concrete cure time.
13. Do not use date or time constraints, other than those required by the Contract Documents, or unless jointly agreed to by the Port and the Contractor. If the Contractor wishes to include constraints in the Construction Schedule, the Contractor must identify any constraints proposed and provide a written explanation with the Construction Schedule submittal.
14. Identify the Activities which constitute the controlling operations or critical path. No more than fifty percent (50%) of the Activities shall be critical or near critical. Near critical is defined as float in the range of one (1) to ten (10) working days.

1.08 EFFECT OF CONSTRUCTION SCHEDULES

- A. The Port's acceptance of a Construction Schedule will not constitute a waiver of any Contract requirement including the Contract Times or Contract Milestone dates.

- B. Neither schedule inaccuracies nor the Contractor's failure to include in the schedule an element of the Work will relieve the Contractor of its responsibility for accomplishing the Work in strict accordance with the Contract requirements.
- C. The Port's review and acceptance of any Construction Schedule does not constitute the Port's agreement that the durations, logic or sequencing associated with such schedule are feasible, appropriate or will enable the Contractor to achieve any given result.
- D. For purposes of this Section the Port's process of accepting a Construction Schedule or element thereof is limited to indicating the Port's reasonable belief that Contractor has fulfilled its duty to prepare a Construction Schedule that conforms to the requirements of the Contract Documents and complies with the current industry scheduling practices as a planning and management tool for the day-to-day direction of Project resources. In accepting or rejecting a Construction Schedule, the Port is in no way accepting or rejecting the Contractor's means and methods or use of resources to complete the Project in accordance with the Contract.
- E. The Port reserves the right to require that the Contractor modify, adjust, add to, or clarify any portion of previously accepted Construction Schedules which are later be determined to be insufficient or inaccurate for planning, monitoring, or prosecuting the Work.
 - 1. The Port will review the first of each schedule submitted by the Contractor for format, as well as content.
 - 2. Once the format has been approved, the Contractor shall submit all subsequent Construction Schedules in the approved format.
 - 3. Port may request format changes as the Work progresses.
 - 4. No additional compensation shall be provided for such modifications, adjustments, additions, or clarifications.
- F. The Current Construction Schedule will be the basis for any Time Impact Evaluation (TIE). If the Contractor believes that any of the Work included on its Baseline Construction Schedule has been impacted, the Contractor must submit to the Port a written TIE in accordance with Article 1.12 of this Section.
- G. Neither the Port nor the Contractor owns Project Float; the Project owns the Float. As such, liability for delay of the Substantial Completion date, Contract Times, or other Milestone dates rests with the party whose unexcused delay, last in time, actually cause delay to the Substantial Completion or Milestone dates. For example:
 - 1. If Party A causes unexcused delay and uses some, but not all, of the Float and Party B later causes unexcused delay and uses the remainder of the Float as well as additional time beyond the Float, Party B shall be liable for the additional days of unexcused delay to the Substantial Completion date.

2. Party A would not be responsible for the delay since it did not consume the entire Float and additional Float remained; therefore, the Substantial Completion date was unaffected by Party A.
- H. The Current Construction Schedule will be the basis for evaluating Work progress and time extension requests.
- I. Errors or omissions in Construction Schedules will not relieve the Contractor from responsibility for performing the Work in accordance with the Contract Documents.
- J. The Port's acceptance of a Construction Schedule is solely for its use in monitoring and evaluating Project progress, payment requests, and time extension requests, and will not, in any manner, impose a duty of care upon the Port, or act to relieve the Contractor of its responsibility for means and methods of performing the Work.

1.09 INTERIM BASELINE CONSTRUCTION SCHEDULE (IBCS)

- A. After it is accepted by the Port, the IBCS will serve as the Contractor's schedule until the Port has accepted the Baseline Construction Schedule (BCS) as described in Article 1.10 of this Section for up to ninety (90) calendar days after the Notice to Proceed.
- B. The IBCS must include a detailed plan for the Work to be completed in first ninety (90) calendar days from the start date provided in the Notice to Proceed; including details of planned mobilization of plant and equipment, sequence of early operations, submittals, and procurement of materials and equipment. Work beyond ninety (90) calendar days must be shown in a summary form.
- C. An accepted resource loaded schedule will be required for the Port's processing of monthly progress payments until acceptance of the Baseline Construction Schedule (BCS).
- D. The Port and the Contractor shall meet to review and discuss the IBCS within ten (10) calendar days after the IBCS has been submitted to the Port and at least fifteen (15) calendar days before submission of the First Application of Payment.
 1. The Port will review and comment on the IBCS's conformance with the Contract Documents.
 2. The Contractor shall make corrections to IBCS, as directed by the Port, which are necessary to comply with Contract Documents requirements or to incorporate any missing information requested by the Port. The Contractor shall resubmit IBCS, if requested by the Port, within ten (10) calendar days after the review meeting.
- E. The Contractor may elect to provide a Baseline Construction Schedule in place of the IBCS, pursuant to Article 1.10, below. See also Article 1.05, above.

1.10 BASELINE CONSTRUCTION SCHEDULE (BCS)

- A. If the Port has previously accepted an IBCS pursuant to Article 1.09, above, within forty-five (45) calendar days from the date of the Notice to Proceed (NTP), the Contractor must submit a detailed proposed BCS presenting an orderly and realistic plan for completion of the Work, in conformance with requirements as specified herein. If Contractor fails to submit a BCS that fully complies with requirements of this Section, as determined by the Port, within 90 calendar days following the NTP no further progress payments will be processed until the Contractor has submitted a compliant BCS. If the Contractor elects to submit a BCS instead of an IBCS, the BCS must be submitted at the time required for submission of an IBCS pursuant to Article 1.05A, above.
- B. The BCS must comply fully with Articles 1.05, 1.06 and 1.07 of this Section.
- C. The Port and the Contractor must meet to review and discuss the BCS within ten (10) calendar days after the Contractor has submitted the BCS to the Port.
 - 1. The Contractor must have its Project manager, Project superintendent, and key Subcontractor representatives, as required by the Port, in attendance.
 - 2. The Port's review will be limited to BCS's conformance to Contract Documents requirements, including, but not limited to, coordination requirements. However, review may also include:
 - a. Clarifications of Contract Documents requirements.
 - b. Directions to include Activities and information missing from the BCS.
 - c. Requests to the Contractor to clarify or adjust the BCS.
 - 3. Within five (5) calendar days after the BCS review meeting, the Contractor must respond in writing to all questions and comments expressed by the Port at the meeting.
- D. After acceptance by the Port, the BCS shall be in effect until superseded by Monthly Updated Construction Schedules (MUCS) as described in Article 1.11 of this Section.

1.11 MONTHLY UPDATED CONSTRUCTION SCHEDULE (MUCS)

- A. Following the Port's acceptance of Contractor's BCS, the Contractor shall monitor progress of Work in relation to the BCS, and update the Progress Schedule each month to reflect actual progress on each Activity and any anticipated changes to planned Activities.
- B. The Contractor shall submit a MUCS prior to or simultaneously with each monthly payment request.

- C. Each MUCS must include the following:
1. The Contractor's estimated percentage of Work completed for each Activity in progress.
 2. Actual start and finish dates for all Activities shown on the BCS with all subsequent approved additions. Actual resources are not required to be incorporated in the MUCS.
 3. Identification of errors, if any, on the previous MUCS.
 4. Resolution of any conflicts between actual Work progress and schedule logic when out-of-sequence Activities develop because of actual construction progress. The Contractor must submit Revisions to schedule logic to conform to current job status and directions, without changing original Activity identification.
 5. A written report (as specified in Article 1.16 of this Section) with the MUCS progress analysis.
 6. Five (5) copies of each of the following computer-generated reports; the format for each Activity in the reports must include the Activity number, Activity description, resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and Project Float:
 - a. Resource Loading Report: Report on any changes to the resource loading of any current or future Activity.
 - b. A Predecessor/Successor Report: List of all Activities showing associated predecessor/successor Activities, their logical relationships, Float, Project Float, early start/early finish date.
 - c. Project Float Report: List of all Activities sorted in ascending order of Project Float, and then early start/early finish date.
 - d. Other Reports: The Contractor must submit any other type of report as deemed necessary by the Port.
- D. The MUCS must accurately represent the as-built condition of all completed Work and the percentage remaining of all in-progress Work Activities as of the date of the MUCS.
- E. The MUCS must incorporate all changes mutually agreed upon by the Contractor and the Port during preceding monthly reviews, all changes resulting from Change Orders and Field Changes, and all remaining days of the inclement weather and regulatory review durations.
- F. The Contractor shall perform the Work in accordance with the MUCS accepted by the Port. The Contractor may change the Contract Schedule to modify the order or sequence of accomplishing the Work only with the Port's prior agreement. The Contractor shall document these approved changes on the subsequent MUCS.

- G. Within one week of the Contractor submitting a MUCS, the Port will administer a monthly schedule update meeting.
1. At this meeting, at a minimum, the following items will be reviewed: percent complete of each Activity, any Time Impact Evaluations for Change Orders and Time Extension Request, actual and anticipated Activity sequence changes, actual and anticipated duration changes, and actual and anticipated Contractor delays.
 2. These meetings are considered a critical component of overall MUCS submittal, and the Contractor must have responsive personnel attend. At a minimum, these meetings must be attended by the Contractor's General Superintendent and its scheduler.
- H. Within seven (7) calendar days after the monthly schedule update meeting, the Port will either accept or reject the MUCS and provide comments, suggested changes, and Revisions that must be addressed by the Contractor to the satisfaction of the Port. The Contractor shall correct and resubmit the Schedule within seven (7) calendar days.
- I. For resubmittals of rejected MUCS, the Port may request further information and justification and the Contractor shall, within three (3) calendar days, provide the Port with a complete written response to the Port's request(s) explaining how the resubmittal addresses each of the reasons stated by the Port for its rejection of the prior MUCS.
- J. If the Port does not accept Contractor's resubmitted MUCS, and Contractor disagrees with Port's position, Contractor has seven (7) calendar days from receipt of Port's letter rejecting the resubmitted MUCS to provide a written response providing full justification and explanation for the issues in dispute.
1. The Contractor's failure to respond in writing within seven (7) Calendar days of Port's written rejection of a Progress Schedule Revision shall constitute Contractor's acceptance of Port's determination, and a waiver of Contractor's right, if any, to subsequently dispute or file a claim regarding the Port's determination.
 2. If the Contractor files a timely response as provided in this Article, and the parties are still unable to agree, the Contractor's sole recourse is to file a claim as provided in Document 00700, *General Conditions*.
- K. The Contractor's updating, changing, or revising of any report, curve, schedule or narrative submitted to the Port under the Contract Documents, or the Port's review or acceptance of any such report, curve, schedule or narrative will not have the effect of amending or modifying, in any way, the Contract Times or of modifying or limiting, in any way, the Contractor's obligations under the Contract Documents.

1.12 FOUR-WEEK WORK PLAN

- A. For each Weekly Progress Meeting as described in Section 01315, *Project Meetings*, the Contractor shall provide a Four-Week Plan.

- B. The Four-Week Work Plan must show the actual progress for the previous week and planned Activities for the upcoming three weeks. The Activities in the Four-Week Work Plan shall be based upon and correlated by Activity number to the Current Contract Schedule. The Plan must: provide sufficient detail to address all Activities being performed on a daily basis; be generally organized by work discipline or crew; identify issues requiring Port action or input; and note any pending submittal, labor, material, equipment, or other constraints to performing the Work planned in the next three weeks. The actual progress data shown in the Four-Week Work Plan must be consistent with the data incorporated into the Current Progress Schedule.

1.13 RECOVERY SCHEDULES

If the current Progress Schedule shows a Planned Completion Date, twenty-one (21) calendar days or more beyond a Milestone date, Substantial Completion date, or Final Completion date (factoring in any granted time extensions), the Contractor must, within seven (7) calendar days, submit a Recovery Schedule to the Port with proposed Revisions to recover the lost time.

- A. As part of this submittal, the Contractor must provide a written narrative for each Revision proposed to recapture the lost time.
- B. The Recovery Schedule must show the Contractor's proposed Revisions to recover the lost time within the next 60 calendar days, which may include the use of additional labor, materials, or equipment as necessary to recover the delay.
- C. If the Revisions include sequence changes, the Contractor must provide a schedule diagram comparing the original sequence to the revised sequence of work.
- D. The Recovery Schedule must show the intended critical path.
- E. The narrative must explain trade flow and construction flow changes, duration changes, added and deleted Activities, critical path changes and identify all Near Critical Path Activities and resource loading assumptions for major Subcontractors.
- F. The Recovery Plan must also describe how the measures that the Contractor intends to take to regain schedule compliance will be accomplished without additional cost to the Port.
- G. The Revisions may not be incorporated into any schedule update until the Revisions have been reviewed and accepted by the Port.
- H. If the Contractor's Revisions are not accepted by the Port, the Port and the Contractor must follow the procedures in Article 1.11 H - J of this Section.
- I. At the Port's discretion, the Contractor may be required to provide Subcontractor and supplier certifications for Revisions affecting those Subcontractors or suppliers.

- J. If the Port accepts the Contractor's Recovery Schedule, the Recovery Schedule becomes the Current Construction Schedule, and the Contractor must prosecute the Work as per this Current Construction Schedule.
 - 1. The Contractor must provide all supervision, labor, equipment and materials, as necessary, at Contractor's sole cost, to recover the lost time.
 - 2. If the Contractor believes that any portion of the delay addressed in the Recovery Schedule is due to circumstances entitling the Contractor to additional time or money, it may seek a modification of the Contract Documents pursuant to Document 00700, *General Conditions*, or shall make a claim for the same pursuant to Document 00700, and other applicable provisions of the Contract Documents, including Section 01250, *Modification Procedures*.

1.14 TIME IMPACT EVALUATION FOR CHANGE ORDERS AND OTHER DELAYS

A Time Impact Evaluation (TIE) must show how the changed Work affects other schedule Activities, how the Contractor proposes to incorporate any changed Work and mitigate impacts to the Current Construction Schedule, and how the changes will impact the Current Construction Schedule critical path. The TIE must analyze the main sequence of schedule Activities to enable the Port to evaluate the impact of changed Work to the scheduled critical path.

- A. If the Port issues a Request for Proposal (RFP) to the Contractor to proceed with changed Work as per Section 01250, *Modification Procedures* and Document 00700, *General Conditions*, and if the Contractor believes that the proposed modified Work will require an extension of the Contract Times, the Contractor must prepare and submit a TIE, within fourteen (14) calendar days from the date the Port issues the RFP.
- B. If the Engineer issues a Field Change as per Section 01250, *Modification Procedures* and Document 00700, *General Conditions*, and if the Contractor believes that the Field Change has or will adversely affect the Current Construction Schedule, the Contractor must prepare and submit a TIE, within seven (7) calendar days from the date the Engineer issues the Field Change.
- C. If the Contractor submits a claim as Per Document 00700, *General Conditions*, that requests an extension of the Contract Times, the Contractor must provide a Time Impact Evaluation (TIE) as part of the claim details and supporting documentation.
- D. The Contractor must comply with the requirements of Article 1.11 of this Section for all types of delays such as, but not limited to, the Contractor- or Subcontractor-caused delays, adverse weather delays, strikes, procurement delays, fabrication delays, etc.

- E. The Contractor is solely responsible for all costs associated with the preparation of Time Impact Evaluations, and for the process of incorporating them into the Current Construction Schedule.
- F. Once agreement has been reached on a TIE, the Port will adjust the Contract Times accordingly. If an agreement is not reached on a TIE, the Port may extend the Contract Times in an amount the Port allows, and the Contractor may submit a claim for the difference between the extension granted and the total time claimed by the Contractor.
- G. The Contractor's TIEs must be based on the actual critical path. The Port may request the TIE to also show the as-planned critical path.

1.15 TIME EXTENSIONS

- A. The Contractor is responsible for requesting time extensions for time impacts that, in the opinion of the Contractor, impact the critical path of the Current Construction Schedule update. Notice of time impacts will be given in accord with Document 00700, *General Conditions*.
- B. If the time impact of an event affects a Milestone or any Contract Times, the Contractor must provide a Recovery Schedule or a TIE or both, at the Port's discretion, as described in Article 1.14 of this Section.
- C. If the Port accepts the TIE to mitigate time impacts to the Construction Schedule, the Port may require the Contractor to submit a Recovery Schedule, as described in Article 1.13, and a detailed cost breakdown for executing the time recovery, and any other details including changed means and methods, extended work schedules, and added work shifts.
 - 1. The Port may then choose to negotiate a Contract Change Order for the execution of the Recovery Schedule, or may choose to grant the time extension.
 - 2. The Contractor must submit the Recovery Schedule to the Port within seven (7) Calendar Days from the date the Port requests the recovery plan.
 - 3. The Contractor is solely responsible for all costs to prepare the Recovery Schedule.
- D. If the Contractor believes that the Port is responsible for the time impacts, the Contractor must submit a TIE as per Article 1.14 of this Section.
 - 1. Failure to timely request a time extension, provide a TIE, or provide the required mitigation plan in accordance with the applicable procedures in the Contract Documents will be deemed a waiver of Contractor's rights, if any, to a time extension or recovery of costs to mitigate the delay.
 - 2. No time will be granted under the Contract Documents for cumulative effect of changes.

3. The Port will not be obligated to consider any time extension request that does not comply with the requirements of the Contract Documents.
 4. The Contractor's failure to perform in accordance with the Current Construction Schedule will not be excused by submittal of TIEs.
 5. If the Contractor does not submit a TIE within the required fourteen (14) calendar days for any delay issue, the Contractor is deemed to have waived any rights (if any) for an extension of time or related costs arising from that issue.
- E. If the Port determines that the Port is not responsible for the time impacts, the Contractor must submit a Recovery Schedule as per the requirements of Article 1.13 of this Section, even if the Contractor disputes the Port's determination.

1.16 PROGRESS STATUS REPORTS

The Contractor must provide a monthly Project status report with the Monthly Updated Construction Schedule (MUCS), reporting on Work progress during the calendar month just completed.

- A. The monthly status reports must include:
1. Status of major Project components (percent complete, amount of time ahead or behind schedule) and an explanation of how Project will be brought back on schedule if delays have occurred.
 2. Progress made on critical Activities indicated on each schedule, including inspections.
 3. Explanations for any lack of Work on critical path Activities planned to be performed during the month.
 4. Explanations for any schedule changes, including changes to logic or to Activity Durations.
 5. A list of critical Activities scheduled to be performed during the month immediately following the subject month of the Project status report.
 6. Status of major material and equipment procurement.
 7. Description of problem areas, current and anticipated delaying factors and their impacts, and an explanation of corrective action taken.
 8. Any proposed Revisions for a Recovery Schedule.
- B. The Contractor may include any other information pertinent to status of Project.
- C. The Contractor must produce additional status reports as requested by Port at no additional cost.

- D. Status reports, and the information contained therein, will not be construed as claims, notice of claims, notice of delay, or requests for changes or compensation.

PART 2 - PRODUCTS

Not applicable to this Section.

PART 3 - EXECUTION

Not applicable to this Section.

END OF SECTION

SECTION 01330

SUBMITTALS

PART 1 - GENERAL

1.01 SUMMARY

This Section includes the general requirements for all submittals. The specific requirements for each particular type of submittal are described in the relevant Document or Section. Section 01331, *List of Submittals*, includes submittals known at the time of the Bid. Submittals may include: product data, product literature, mix designs, test results, certifications, construction or installation means and methods descriptions, schedules, Shop Drawings, Samples, or other information necessary for evaluating compliance with the Contract Documents prior to commencing Work.

1.02 TABLE OF CONTENTS

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1.03 RELATED SECTIONS

- A. Section 01100, *Summary of Work*
- B. Section 01200, *Measurement and Payment*
- C. Section 01250, *Modification Procedures*
- D. Section 01331, *List of Submittals*
- E. Section 01340, *Safety and Environmental Submittals*
- F. All other Sections requiring submittals.
- G. For other submittal requirements, refer to Document 00700, *General Conditions*.

1.04 SUBMITTALS REQUIRED BY THIS SECTION

As part of the Work and as required by of this Section, the Contractor must submit, as per Article 1.11 of this Section, a Schedule of Submittals, including dates when the Contractor will submit each respective submittal to the Port for approval. The Schedule of Submittals must be submitted to the Port no later than five (5) calendar days following Contractor's receipt of the executed Agreement (Document 00520) from the Port.

1.05 GENERAL REQUIREMENTS

- A. As part of the Work, the Contractor must provide, at its sole expense, all submittals as required in the Project Manual.
- B. Prior to the start of any Work at the Site, the Contractor must submit and receive back from the Port as approved, all pre-numbered submittals listed in Section 01331, *List of Submittals*.
- C. The Contractor must coordinate and verify all submittal information and may not delegate this responsibility, in whole or in part, to Subcontractors or suppliers. Subcontractors or suppliers may prepare submittals, but prior to submission the Contractor must ensure that the submittals meet the applicable requirements of Contract Documents. Before submitting each submittal, the Contractor must review and coordinate every item of the submittal with other related submittals, the requirements of the Work and the Contract Documents, and must have determined and verified as applicable:
 - 1. All field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto;
 - 2. All materials with respect to intended use, fabrication, shipping, handling, storage, assembly and installation pertaining to the performance of the Work; and
 - 3. All information relative to the Contractor's sole responsibilities and of the means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.
- D. The Contractor must ensure that submittals prepared by Subcontractors or suppliers meet the requirements of Contract Documents.

- E. The Contractor's submission to the Port will constitute the Contractor's representation that it has satisfied its obligations under the Contract Documents, including, as set forth in this Section, the Contractor's review and approval of that submittal.
- F. Designation of Work "by others", if shown in a submittal prepared by a Subcontractor or supplier, means that the Contractor is responsible for the Work, rather than the Subcontractor or supplier who prepared the submittal.

1.06 SUBMITTAL PROCEDURES

The Contractor must:

- A. Transmit each submittal using the Port-supplied standard letter of transmittal and submittal format.
- B. At the time of each submission, provide the Port a specific written notice of all variations, if any, that the submittal may have from the requirements of the Contract Documents, and the reasons therefore. This written notice shall be in a written communication attached with the submittal.
 - 1. The Contractor must include a specific notation on each submittal sheet indicating each such variation.
 - 2. If the Port accepts the requested variation, the Port may issue a Contract Modification if applicable.
- C. Submit all required information meeting the minimum requirements for the specific submittal and the format requirements as described in this Section. If the Contractor submits an incomplete submittal, the Port may return the submittal to the Contractor without review. See Articles 1.07 and 1.08 below.
- D. Identify all submittals by number in accordance with the following:
 - 1. Use Section 01331, *List of Submittals*, as the basis for number identification of all submittals. The Contractor must assign a number to all submittals listed in Section 01331, that have not already been numbered, in a sequential numbering system as they are submitted to the Port.
 - 2. For resubmittals, add the letter suffix designation. For example, if the initial submittal of the Baseline Construction Schedule (BCS) is "13", the first resubmittal for the BCS would be "13-A."
 - 3. For recurring submittals, including the Monthly Updated Construction Schedule (MUCS) as described in Section 01320, *Construction Schedules and Reports*, add two-digit year and two-digit month suffixes to the submittal number separated by dashes. For example, the MUCS submitted for November 2015 would be numbered as "14-15-11" (**{submittal number} 14- {year} 2015- {month} November**). For resubmittals, add the letter suffix to the end of the submittal number. For example, resubmittal of the MUCS for November 2015 would be "14-15-11-A."

- E. Include all information requested by each Specification Section. The Port will not accept partial submittals unless previously authorized by the Port.
- F. Schedule submissions at least thirty (30) calendar days before the dates the reviewed and accepted submittals will be needed.
- G. Submit the following number of copies for each submittal, unless otherwise directed in the specific Specification submittal requirement.
 - 1. For Shop Drawings, submit four (4) copies total, with three (3) 22" x 34" bond paper prints to be retained by the Port, and one (1) copy to be returned to the Contractor for distribution.
 - 2. For aggregate, asphalt oil, cement, concrete mix, or other raw bulk materials Samples, submit only one (1) sample to the Port's designated independent laboratory. The Port will not return any of these Samples to the Contractor. With the Samples, submit to the Engineer documentation of delivery of Sample materials to the lab following the normal submittal procedures.
 - 3. For all other Samples, submit three (3) Samples total, with two (2) Samples to be retained by the Port, and one (1) Sample to be returned to the Contractor for distribution.
 - 4. For all Schedules, including those listed in Section 01320, *Construction Schedules and Reports*, and the Schedule of Submittals, submit four (4) hard copies and a CD or DVD containing the electronic data. The Port will retain three (3) hard copies for its use and will return one (1) hard copy to the Contractor.
 - 5. For all bound reports and test reports, submit three (3) copies total, with one (1) color and one (1) black and white copy to be retained by the Port, and one .pdf file on a CD or DVD, and one (1) copy returned for the Contractor's use.
 - 6. For certificates, submit three (3) copies total, with two (2) copies to be retained by the Port, and one (1) copy returned for the Contractor's use.
 - 7. For all other submittals, submit four (4) copies total, with three (3) copies to be retained by the Port, and one (1) copy to be returned to the Contractor for distribution.
- H. Provide submittals separately. The Port may reject submittals grouped under one submittal heading containing information about more than one submittal topic.
- I. Where a manufacturer's standard drawings or data sheets are used, mark them clearly to show those portions of the data which are applicable to this Project.

1.07 THE PORT'S REVIEW OF SUBMITTALS

- A. The Port will make all reasonable efforts to review and return all submittals within 21 calendar days after receipt, unless a complete submittal review is not possible within that time due to the submittal's complexity. In those instances, the Port will

notify the Contractor accordingly and provide an estimated date for return of the submittal. The Port may require the Contractor to meet and confer with the Port about the submittal at any time during the Port's review. Submittals submitted after 3:30 p.m. will be considered received at the beginning of the next business day.

- B. The Port will reject and return illegible submittals to the Contractor for resubmission.
- C. The Port's review will be limited to determining whether the submittal conforms to the technical requirements for the specific submittal and the formatting requirements of this Section, and to ensure that items submitted are compatible with the Project design and actual observed field conditions.
- D. Unless otherwise stated, the Port's review and acceptance or rejection of a submittal will not extend to the Contractor's means, methods, techniques, sequences, procedures of construction, or to safety precautions or programs incident thereto.
- E. No such review shall constitute review by the City of Oakland or any agency other than the Port.
- F. After review by the Port of each of the Contractor's submittals, the Port will return one (1) copy of the submittal to the Contractor marked with one of the following actions:
 - 1. NO CORRECTION NOTED – This means that the Port accepts the submittal, subject to its compatibility with future submittals for portions of the Work not covered in the submittal.
 - 2. MAKE CORRECTIONS NOTED – This means that the Port accepts the submittal, subject to its compatibility with future submittals for portions of the Work not covered in the submittal, except that the Contractor shall make and accept minor corrections as noted. The Contractor does not have to resubmit the corrections.
 - 3. CORRECT AND RESUBMIT – This means that the Port rejects the submittal because of major inconsistencies, omissions, or errors which the Contractor must resolve and correct prior to resubmission and review by the Port. Portions of the submittal may be correct, as noted by the Port.
 - 4. REJECTED – This means that the Port rejects the entire submittal because the information provided does not conform to Contract Documents.
 - 5. NOT REVIEWED – This means that the submitted material either does not meet the general requirements of all submittals as described in this Section; the material is not necessary for a submittal or is superfluous information; the described material, equipment or work is not required by the Contract Documents, or; the Port is not responsible for reviewing the information.
- G. The Port's review and acceptance of a submittal:
 - 1. Does not constitute approval of any omission of specified or required items not shown on the submittal. The Port's review and acceptance of a

separate item as such does not constitute approval of the assembly in which the item functions.

2. Will not constitute acceptance by the Port of any responsibility for the accuracy, coordination and completeness of the submittal. The Contractor is solely responsible for the accuracy, coordination, and completeness of all submittals, including back-checking comments, corrections, and modifications from the Port's review before fabrication.
3. Will not relieve the Contractor of responsibility for errors therein and will not be regarded as assumption of risks or liability by the Port, or any officer or employee thereof, and the Contractor is not entitled to submit a claim under Contract on account of failure or partial failure or inefficiency or insufficiency of any plan or method of work or material and equipment so accepted.
4. Will be considered to mean only that the Port has no objection to the Contractor, at its own risk, using the proposed plan or method of work, or furnishing the proposed materials and equipment.

1.08 CONTRACTOR'S RESPONSIBILITY AFTER REVIEW

- A. If a submittal is returned marked "CORRECT AND RESUBMIT", the Contractor must promptly revise and resubmit as indicated, and identify changes made since previous submittal.
- B. The Contractor may not begin fabrication or work which requires submittals until the Port has accepted and returned the Contractor's submittals for that Work, marked either "NO CORRECTION NOTED" or "MAKE CORRECTIONS NOTED."
- C. The Contractor must distribute copies of reviewed and accepted submittals to Subcontractors, suppliers, and other concerned persons, and shall instruct recipients to promptly report any inability to comply with the provisions of such submittals.

1.09 RESUBMITTALS

The Contractor must provide a complete and acceptable submittal at least by second submission.

- A. The Contractor must pay for both Port's and Architect/Engineer's total costs for reviewing resubmittals beyond the second submittal. The Port will deduct such costs from progress payments. The rates to be charged to the Contractor will be made available to the Contractor by the Port, at the Contractor's request.
- B. For any submission beyond a second submission, the Engineer may call a mandatory meeting of all interested parties, as determined by the Port, to resolve all submittal issues.
- C. The Contractor must revise the returned submittals as required, and resubmit as specified for initial submittals.

- D. The resubmittal must indicate any changes which have been made other than those requested by the Port.

1.10 TRANSMITTAL OF SUBMITTAL FORMS

The Port will provide the Contractor with the Transmittal of Submittal template. The Contractor must completely and legibly fill out the form with each submittal.

1.11 SCHEDULE OF SUBMITTALS

The Contractor must submit a Schedule of Submittals as required by Document 00700, *General Conditions*. The Schedule of Submittals must include a list and schedule of all submittals required by the Contract Documents, and if included in the Project Manual, the submittals listed in Section 01331, *List of Submittals*.

- A. The Schedule of Submittals must include specific dates when each respective submittal will be submitted for Port review.
- B. The Port will use the Schedule of Submittals to plan the Port's review of the submittals. The schedule must identify and distinguish submittals of long lead-time items, items which require extensive review, and other major items.
- C. The Schedule of Submittals must not front load all submittals, but must rather reflect a reasonable schedule meeting the requirements of the Contract Times, while allowing for the Port's adequate review of the submittals.
- D. The Port will review the Schedule of Submittals as required by this Section.
- E. If the Contractor fails to timely submit a Schedule of Submittals that fully complies with this Section, or if the Port rejects the Schedule of Submittals, in whole or in part, then:
 - 1. The Port may require the Contractor to complete and submit all submittals within thirty (30) calendar days after receipt of executed Contract.
 - 2. The Port has no obligation to review any of the submittals within the times provided in this Section and the Contractor is solely responsible for all costs and any resulting delays.

1.12 PRODUCT DATA

- A. Submit all product data according to the requirements for all submittals in this Section, specifically Articles 1.05 and 1.06.
- B. For products specified only by reference standards, provide the manufacturer, trade name, model or catalog designation, and reference standards.
- C. Modify the manufacturer's standard drawings to delete non-applicable data and to include or highlight applicable data.
- D. Modify the manufacturer's catalog sheets, brochures, diagrams, schedules, charts, illustrations, and other standard descriptive data as follows:

1. Mark each copy to identify pertinent materials, products, or models.
 2. Show dimensions and clearances required; performance characteristics and capacities; wiring diagrams and controls.
- E. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to Project.

1.13 SHOP DRAWINGS

- A. Submit all Shop Drawings according to the requirements for all submittals in this Section, specifically Articles 1.05 and 1.06.
- B. Provide Shop Drawings that are complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show the Port the materials and equipment the Contractor proposes to provide, and to enable the Port to review for compliance with the Contract Documents.
- C. Unless otherwise noted, use minimum sheet sizes of 8-1/2 inches by 11 inches, maximum sheet sizes of 34 inches by 44 inches, with all sheet sizes being multiples of 8-1/2 inches by 11 inches.
- D. Mark each copy to identify applicable products, models, options, and other data; supplement manufacturer's standard data to provide information unique to Work.
- E. Include manufacturer's installation instructions when required by the applicable Technical Specification section.
- F. Make copies of Shop Drawings as required for the progress of the Work.
- G. Draw Shop Drawings to scale and completely dimensioned, providing a plan view together with such sections as necessary to clearly show construction details and methods.

1.14 SAMPLES

- A. Submit all Samples according to the requirements for all submittals in this Section, specifically Articles 1.05 and 1.06.
- B. Identify Samples clearly as to material, supplier, pertinent data such as catalog numbers and the use for which it is intended, and other information as the Port may require to review the submittal.
- C. Submit a range of manufacturers' standard colors, textures, and patterns for the Port's selection as required by the Technical Specification.
- D. Submit Samples to illustrate functional and aesthetic characteristics of product, with integral parts and attachment devices. Coordinate submittal of different categories for interfacing work.
- E. Include adequate identification on each Sample, either on the sample if practical, or on a secure, durable label attached to the sample, including, at minimum, the following:

1. "Port of Oakland"
 2. The Project Contract Number, for example: "2015-07-A2"
 3. The Project Plan File Number, for example: "AA-4456"
 4. The Technical Specification submittal Section and Article reference, for example: "Section 09900, 1.04 B"
 5. Any other identification that distinguishes the sample, for example: "Railing top coat, Indigo Blue"
- F. Unless otherwise specified, furnish Samples meeting the following size and quantity requirements.
1. Paint Chips: Manufacturers' standard sizes
 2. Flat or Sheet Products: Minimum 6 inches square, maximum 12 inches square
 3. Linear Products: Minimum 6 inches, maximum 12 inches long
 4. Bulk Products: Minimum 1 pint, maximum 1 gallon
- G. Incorporate full sized Samples into the Work only upon the Engineer's approval.
- H. Field Samples and Mock-ups:
1. Erect field Samples and mock-ups at Project Site in accordance with requirements of the applicable Technical Specification sections.
 2. Modify or make additional field Samples and mock-ups as required to provide appearance and finishes approved by the Port.
 3. Incorporate field Samples and mock-ups into Work upon the Engineer's approval.
 4. Construct or prepare as many additional Samples as may be required, as directed by the Port, until desired textures, finishes, and colors are obtained.
 5. Institute accepted Samples and mock-up as the standard of quality for the various units of Work.
- I. Ensure that finishes, materials, and workmanship in the completed Work match accepted Samples.

1.15 COMPOSITE DRAWINGS

The Contractor must prepare composite drawings and installation layouts, where required, to adjust to field conditions.

- A. These drawings must consist of dimensioned plans and elevations which give complete information, particularly as to size and location of sleeves, inserts, attachments, openings, conduit, ducts, boxes, and structural interferences.
- B. The Contractor must coordinate composite Shop Drawings and field installation layouts for proper relationship to Work of applicable trades based on field

conditions, and must check and approve the Work for submission to the Port for Final Acceptance.

1.16 OTHER SUBMITTAL REQUIREMENTS

When required:

- A. Design Data: Submittals requiring design data must be stamped and signed by a professional engineer registered in the State of California.
- B. Test Reports:
 - 1. The Contractor must verify that the material or product tested conforms to or exceeds specified requirements.
 - 2. Reports may be from recent or previous tests on material or product, but must be acceptable to the Port. The reports must comply with requirements of each applicable Specification Section.
- C. Certificates:
 - 1. The certificates must indicate that the material or product conforms to or exceeds specified requirements.
 - 2. Submit supporting reference data, affidavits, and certifications as appropriate.
 - 3. Certificates may be recent or from previous test results on material or product, but must be acceptable to the Port.
- D. Manufacturer's Instructions:
 - 1. Include manufacturer's printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing.
 - 2. Identify conflicts between manufacturer's instructions and Contract Documents.

1.17 MACHINE INVENTORY SHEETS

Submit two (2) 22 x 34 inch copies of machine inventory sheets. If necessary, the Port will mark both copies with the Port's review comments and return to the Contractor for correction until satisfactory information is provided. The Port will retain satisfactorily corrected sheets for its own use.

1.18 OPERATIONS AND MAINTENANCE MANUALS

- A. Submit two (2) copies of manufacturer's operations and maintenance manuals. If necessary, the Port will mark one (1) copy with review comments and return to the Contractor for correction. The Port will retain satisfactorily corrected manuals for its own use.
- B. Operations and maintenance manuals must include the following as applicable:
 - 1. Operating instructions

2. Preventive maintenance instructions
3. Cleaning instructions
4. Safety precautions
5. Trouble-shooting procedures
6. Theory of operation to discrete component level
7. Schematic diagrams, flow diagrams, wiring diagrams, logic diagrams, etc. to discrete component level
8. Parts lists showing all discrete components with part number, current prices and availability
9. Lists of replaceable supplies with part numbers, current prices, and availability
10. Recommended levels of spare parts and supplies to keep on hand
11. Manufacturers' service and maintenance technical manuals
12. Names, addresses and telephone numbers of service and repair firms for the equipment

C. Manuals must be the version used by manufacturer's authorized technicians to completely service and repair the equipment.

1.19 COMPUTER PROGRAMS

When any equipment requires operation by computer programs, at no additional cost, provide a licensed copy of the program to the Port in a form as acceptable to the Port, and software training for one Port employee.

1.20 PROJECT RECORD DOCUMENTS

Submit two (2) copies of each of the Project record documents listed in Section 01770, *Contract Closeout* and Section 01780, *Project Record Documents*.

1.21 DELAY OF SUBMITTALS

Any delay of submittals by the Contractor is considered avoidable delay. Liquidated damages will be assessed to the Contractor for delay caused by late submittals.

PART 2 - PRODUCTS

Not applicable to this Section.

PART 3 - EXECUTION

Not applicable to this Section.

END OF SECTION

SECTION 01345

STORM WATER POLLUTION PREVENTION, EROSION AND SEDIMENT CONTROL

PART 1 - GENERAL

1.01 SUMMARY

This Section describes the procedures and identifies the requirements that the Contractor must follow for protecting storm water and receiving waters from pollutants and controlling erosion and sediment at the Project Site.

1.02 RELATED SECTIONS

- A. 01340, *Safety and Environmental Submittals*
- B. 01410, *Regulatory Requirements*
- C. 01563, *Dust Control*

1.03 REFERENCES

The following references are available online.

- A. General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities, State Water Resources Control Board ("SWRCB") Order No. 2009-0009-DWQ, NPDES Permit No. CAS000002 (as such may be amended, modified or superseded), (hereafter, the "Construction General Permit"), available at:
http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml
- B. The Port's Storm Water Ordinance (once adopted by the Board of Port Commissioners).
- C. California Storm Water Quality Association Best Management Practices ("BMPs") Handbook for Construction Activity, available for sale at:
<https://www.casqa.org/resources/bmp-handbooks>

1.04 REQUIREMENTS

- A. The Contractor must comply with all applicable federal, state, and local laws, rules, ordinances and permits regarding storm water management, including, but not limited to, the Construction General Permit. Contractor must also comply with the requirements of the State of California through the SWRCB and the San Francisco Bay Region Regional Water Quality Control Board ("RWQCB").
- B. The Contractor must prepare, verify, confirm and submit to the Port, then implement and amend as necessary, all documents required by and necessary for compliance with the Construction General Permit, as specifically required under Article 1.07 of this Section.

- C. To the extent required and permitted by the Construction General Permit, and except as otherwise directed by the Port, the Contractor must submit documents to the SWRCB and RWQCB as required by the Construction General Permit.
- D. If a Bid item for development and implementation of a pollution prevention plan is included in Document 00400, *Bid Form*, said Bid item must include costs for all storm water management tasks described in this Section. If no such Bid item is specified on the Bid Form, the Contractor must assign a separate schedule of value line item for those tasks when submitting a Schedule of Values (per *Section 01200, Measurement and Payment*). In either case, the Bid item or schedule of values item must include all costs for the Contractor's activities necessary to comply with the requirements of this Section and all other related environmental permits.
- E. The Contractor must show all required storm water activities on the Construction Schedules as described in Section 01320, *Construction Schedules and Reports*.

1.05 CONTRACTOR'S RESPONSIBILITY

The Contractor is solely responsible for complying with the requirements of the Construction General Permit, except to the extent the Port, as the Legally Responsible Party under the Construction General Permit, is required to certify or submit information to regulatory authorities; in that case, the Contractor must cooperate with and assist the Port with the Port's satisfaction of such requirements. The Contractor's responsibilities include, but are not limited to, certifying to the Port those matters which the Port must certify, and assuming sole responsibility for implementing Construction General Permit requirements, including, but not limited to, drafting and implementing plans and devising, implementing, maintaining and monitoring the performance of the Best Management Practices as referenced in Article 1.03C, above ("BMPs"). The Contractor must take all applicable regular or emergency measures, or both, as needed to prevent discharge of either non-storm water (unless expressly authorized by the Port, SWRCB or RWQCB), or contaminated storm water. The Contractor is solely responsible for any and all fines, penalties or damages that result from its failure to comply with the Construction General Permit.

1.06 PERSONNEL

The Contractor must perform all aspects of Construction General Permit compliance with personnel specially trained and experienced in storm water management and protection, and must designate a Qualified Storm Water Pollution Prevention Plan ("SWPPP") Developer and a Qualified SWPPP Practitioner to administer the Construction General Permit.

1.07 SUBMITTALS

The Contractor must timely prepare and certify, in accordance with the Construction General Permit, the documents and materials listed below, in compliance with the applicable requirements of Section 01330, *Submittals*.

The Contractor must submit five (5) copies of each of items A-F (below) no more than five (5) calendar days after receipt of the executed Agreement (Document 00520), and as additionally specified. The Contractor may not commence Work at the Site until the Port has reviewed and accepted submitted materials and the SWRCB has assigned a Waste Discharge Identification number.

The Contractor shall submit items G-M (below), as indicated, and as required by the Construction General Permit.

A. Personnel Qualifications

The Contractor must identify and provide credentials and 24-hour contact information for the individuals designated to serve as Qualified SWPPP Developer and Qualified SWPPP Practitioner. The Contractor must also identify and provide contact information for at least two individuals designated to serve as authorized data submitters.

B. Risk Determination

Except as otherwise directed by the Port, the Contractor must prepare a risk determination, as required by the Construction General Permit, and submit it to the Port for review and acceptance.

C. Storm Water Pollution Prevention Plan

The Contractor must prepare, verify, and submit a SWPPP to the Port for review. The SWPPP must be accepted by the Port before it is submitted to the SWRCB, and before the Port's issuance of the Notice to Proceed. Port acceptance will not be construed to mean the SWPPP fully complies with the Construction General Permit. Failure to timely submit an acceptable SWPPP, resulting in delay to the Notice to Proceed, will be deemed a Contractor caused delay. Except as otherwise directed by the Port, the Contractor must submit SWPPP amendments, if any, to the Port within the first five days of each month. If no amendments have been prepared in the prior period, the Contractor must so notify the Port.

The SWPPP must contain a schedule with a description of the intended sequence of major activities which disturb soils for significant portions of the Site, which have the potential for creating a pollution hazard of any type, or that otherwise may affect the flow or composition of storm water from the Site. The schedule must describe all major activities such as mass-grading, paving, lot or parcel improvements, and the BMPs to be implemented at each phase.

The Contractor must submit the above-referenced information in hard copy as well as electronically on storage media.

D. Rain Event Action Plan

The Contractor must prepare and implement a Rain Event Action Plan ("REAP") as required by the Construction General Permit. The Contractor must submit a template REAP to the Port, and thereafter submit each REAP as soon as it is prepared.

E. Active Treatment System Specifications

Whenever an Active Treatment System ("ATS") will be used to treat storm water, the Contractor must prepare and submit to the Port for approval an ATS plan containing design specifications and plans for ATS operation and maintenance,

monitoring, sampling and reporting, health and safety, and spill prevention, in accordance with the Construction General Permit.

F. Construction Site Monitoring Program

The Contractor must prepare and implement a Construction Site Monitoring Program. The Contractor must submit the Construction Site Monitoring Program to the Port prior to commencement of construction activities and shall address any comments provided by the Port.

G. Site Inspection Checklist

The Contractor must conduct all inspections required by and in accordance with the Construction General Permit, and must promptly submit a checklist to the Port, in a format acceptable to the Port, documenting the findings of each inspection.

H. Monitoring Data

The Contractor must submit to the Port all monitoring data, including the results of storm water runoff sampling and analysis, ATS sampling and analysis, receiving water monitoring and bioassessments, as such may be required by the Construction General Permit. The Contractor must submit such monitoring data promptly upon receipt unless otherwise directed by the Port.

I. Noncompliance Reports

The Contractor must prepare and verify, in coordination with the Port, any report of violation required to be submitted to regulatory authorities by the Construction General Permit, including but not limited to, any report of exceeding or violation of any numeric standard as established in or applicable to the Construction General Permit. For purposes of these Specifications, a numeric standard includes, but is not limited to, numeric effluent limits and numeric action levels and Receiving Water Monitoring Triggers, as defined in the Construction General Permit.

J. Annual Report

The Contractor must prepare, verify and submit an Annual Report to the Port for review and acceptance as required by the Construction General Permit.

K. Amendments

The Contractor must amend, update and revise all SWPPP Documents, including, but not limited to, site maps, risk determinations and *ad hoc* reports (collectively "SWPPP Documents"), and upload them to the SWRCB's electronic Storm Water Multiple Application and Report Tracking System ("SMARTS") (see also Article 3.03 of this Section) as required by the Construction General Permit. References to such SWPPP Documents herein expressly include amendments, updates and revisions of such SWPPP Documents. The Contractor must submit amendments, updates and revisions of all SWPPP Documents to the Port.

L. Documentation for Notice of Termination

At the conclusion of construction activities regulated by the Construction General Permit, the Contractor must document, to the Port's satisfaction, the conditions

necessary for filing a Notice of Termination; verify that final stabilization conditions are satisfied; and certify in writing that all Construction General Permit requirements have been met.

M. Other information as Required by the Port

The Contractor must promptly provide any additional information relevant to compliance with the Construction General Permit as requested by the Port.

1.08 AS BUILT DRAWINGS

As per the requirements of Section 01780, *Project Record Documents*, the Contractor must submit record drawings of all completed Work to the Port. To fulfill the requirements of this Section, the Contractor must show all existing, new and rehabilitated storm drain system components on the record drawings.

PART 2 - PRODUCTS

Not applicable to this Section.

PART 3 - EXECUTION

3.01 GENERAL

- A. The Contractor must diligently implement and comply with the SWPPP, as amended, throughout the duration of the Work.
- B. The Contractor must exercise every reasonable precaution, including temporary, permanent and emergency measures, throughout the duration of the project, to control erosion and prevent pollution of receiving waters, including the Oakland Harbor, San Francisco Bay, rivers, streams, lakes, wetlands and other surface waters, groundwater and tributaries.
- C. The Contractor must apply erosion control measures to contain erodible materials exposed by any activity associated with construction including, but not limited to, local material sources and haul roads.
- D. The Contractor must coordinate temporary BMPs with the Work to the extent practicable to ensure economical, effective, and continuous erosion and sediment control and pollution prevention.
- E. As the Work progresses the Contractor must install any permanent pollution control BMPs and facilities for post-construction storm water management as required by the Plans and Specifications, and as per the approved Construction Schedules as described in Section 01320, *Construction Schedules and Reports* and not at the end of construction, unless specifically approved in writing by the Port.

3.02 BEST MANAGEMENT PRACTICES

The Contractor must install, operate, and at all times, maintain appropriate BMPs, including, but not limited to, BMPs prescribed by the Construction General Permit.

Except as otherwise directed by the Port, the Contractor shall remove temporary BMPs at the conclusion of construction.

3.03 REPORTING

- A. SWRCB Storm Water Multiple Application and Report Tracking System (“SMARTS”)
 - 1. The Contractor must register and maintain no less than two data submitters to SMARTS. Except as otherwise provided in the Construction General Permit or these specifications, or as otherwise directed by the Port, the Contractor’s data submitters are responsible for submitting all information required to be submitted under the Construction General Permit, and must concurrently notify the Port whenever information is submitted to SMARTS.
 - 2. The Contractor must notify the Engineer through e-mail immediately after entering information into SMARTS.
- B. Non-compliance
 - 1. The Contractor must notify the Port as soon as possible of any accident, incident, or other event or condition of actual or potential noncompliance that involves a discharge of pollutants, or poses an imminent threat of a discharge of pollutants, to the Bay or other surface or ground waters or their tributaries. The Contractor’s notification must include a description of the incident, the pollutants (in type and quantity) known or suspected to be released, efforts taken to minimize or prevent the discharge, corrective measures undertaken to prevent further discharge, the schedule for completion of the corrective measures, and any other information requested by the Port. The Contractor must also report anticipated incidents of noncompliance in advance.
 - 2. Except as otherwise directed by the Port, the Contractor must submit to the SWRCB or RWQCB any report of violation required to be submitted by the Construction General Permit, including, but not limited to, any report required by the Construction General Permit for a violation of or for exceeding a numeric standard.

3.04 COMPLIANCE WITH REGULATORY REQUIREMENTS

The Contractor must allow and fully cooperate with all inspections of the Site and must likewise respond to requests for records from the Port, SWRCB, RWQCB, EPA and other regulatory officials. In addition to complying with these specifications and the Construction General Permit, the Contractor solely responsible for complying with all applicable federal, state or local laws and regulations, ordinances and permits concerning storm water management, erosion sediment control, and water quality generally. The Contractor is solely responsible for any and all fines, penalties or damages that result from its failure to so comply.

END OF SECTION

SECTION 01410

REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY

This Section includes regulatory requirements applicable to the Contract Documents.

Specific reference in the Specifications to codes, laws, ordinances, rules, regulations or requirements of the federal, state, regional or local governmental or regulatory agencies with jurisdiction over this Project (collectively, "Regulatory Requirements") means the latest version or edition in effect of such Regulatory Requirements at the date of submission of Bids unless an earlier version or addition is expressly required.

1.02 REFERENCES TO REGULATORY REQUIREMENTS

- A. The Contractor is presumed to be familiar with all such applicable Regulatory Requirements. The listing herein of applicable Regulatory Requirements for hazardous waste abatement work is provided as a courtesy and does not limit the Contractor's responsibility for complying with all Regulatory Requirements pertaining to the Work.
- B. The Contractor must comply with all applicable and current Regulatory Requirements, including new Regulatory Requirements that become effective after the time Bids are opened, as further specified below.
- C. Precedence:
 - 1. Unless otherwise directed by the Port, where requirements in the Contract Documents differ from applicable Regulatory Requirements, the Contractor must comply with the more stringent requirements, as determined by the Port.
 - 2. Where the Plans or Specifications require or describe products or execution of better quality, higher standard or greater size than required by applicable Regulatory Requirements, unless otherwise directed by the Port, the Contractor must comply with the requirements of the Plans and Specifications unless and only to the extent that such requirements in the Plans or Specifications do not comply with applicable Regulatory Requirements.
 - 3. Unless otherwise directed by the Port, the Contractor must comply with all applicable Regulatory Requirements, even if the applicable portions of the Plans or Specifications do not include any such express requirements.

1.03 CODES

Codes which apply to the Contract Documents include, but are not limited to, those listed below. The Contractor must maintain at the Project Site electronic or paper copies, or

must have immediate and continuous access to current electronic copies of the following codes:

- A. California Building Code as adopted by the City of Oakland
- B. California Electrical Code as adopted by the City of Oakland
- C. California Mechanical Code as adopted by the City of Oakland
- D. California Plumbing Code as adopted by the City of Oakland
- E. All other Codes as Part of the California Building Standards Code, CCR Title 24
- F. State Elevator Safety Regulations, Title 8, Division 1, Chapter 4, Subchapter 6 of the CCR

References on the Plans or in the Specifications to "code," "codes," "building code," "electrical code," or other construction trade codes not otherwise identified shall mean the applicable codes specified above, together with all additions, amendments, changes, and interpretations currently in effect.

1.04 SPECIFIC REGULATORY REQUIREMENTS

The City of Oakland operates under a City Charter and the Work of this Contract is a municipal affair subject to the requirements of the Port Purchasing Ordinance. The Port reserves all rights to revise, adopt, amend, or enact legislation with respect to the Contract Documents at any time with or without notice and in its sole discretion. Subject to the foregoing, during prosecution of Work to be done under the Contract Documents, the Contractor must comply with, and maintain at the Project Site electronic or paper copies, or have immediate and continuous access to current electronic copies of applicable Regulatory Requirements, including, but not limited to, those listed below.

- A. Federal
 - 1. Americans with Disabilities Act of 1990 CADAI
 - 2. 29 CFR, Section 1910.1001, *Asbestos*
 - 3. 40 CFR, Subpart M, *National Emission Standards for Asbestos*
 - 4. U.S. Department of Labor Executive Order 11246
 - 5. 29CFR, Section 1910.1001, *Asbestos*.
 - 6. Occupational Safety and Health Administration (OSHA): *Hazard Communications Standards*.
- B. State of California
 - 1. California Code of Regulations
 - 2. California Public Contract Code
 - 3. California Health and Safety Code
 - 4. California Government Code
 - 5. California Labor Code

6. California Civil Code
 7. California Code of Civil Procedure
 8. CPUC General Order 95, *Rules for Overhead Electric Line Construction*
 9. CPUC General Order 128, *Rules for Construction of Underground Electric Supply and Communications Systems*
 10. California Occupational Safety and Health Administration (Cal OSHA)
 11. State Water Board General Construction Storm Water Permit (current order)
- C. State of California Agencies, applicable Regulatory Requirements administered by the following:
1. State and Consumer Services Agency
 2. Office of the State Fire Marshall
 3. Office of Statewide Health Planning and Development
 4. Caltrans
 5. California State Lands Commission
 6. California Department of Toxic Substances Control
- D. Regional and Local Agencies, applicable Regulatory Requirements administered by the following:
1. Bay Area Air Quality Management District
 2. City of Oakland
 3. County of Alameda
 4. San Francisco Bay Conservation and Development Commission (BCDC)
 5. San Francisco Bay Regional Water Quality Control Board
 6. California Air Resources Board (CARB)
- E. Other Requirements:
1. National Fire Protection Association: NFPA 101, *Life Safety Code*.
 2. National Fire Protection Association: NFPA 70E, *Standard For Electrical Safety In The Workplace*

1.05 COMPLIANCE WITH REGULATORY REQUIREMENTS

- A. All Work must be performed in conformance with all applicable Regulatory Requirements which are in effect at the time the Work is being executed.
- B. Where applicable Regulatory Requirements require more care or greater time to accomplish Work, or require better quality, higher standards or greater size of products than are specified in the Contract Documents, the Work must be

performed in conformance to such Regulatory Requirements with no change to the Contract Time and Contract Sum, except where changes in Regulatory Requirements occur subsequent to the execution date of the Agreement.

- C. If new Regulatory Requirements applicable to the Work come into effect after the time of opening of Bids, and changes to the Work are required in order to comply with such new requirements, the Contractor may request additional compensation for such changes, pursuant to Document 00700, *General Conditions*. Unless otherwise provided in the Contract Documents, the Contractor is not entitled additional compensation for changes required due to new Regulatory Requirements that become effective after the Bid opening under either of the following circumstances:
1. At the time of the Bid opening, due to prior public notice, the new requirements were reasonably expected to become effective during the execution of the Work.
 2. The new requirements would not have become effective during the execution of the Work, but for unexcused delays caused by the Contractor.

1.06 COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

Under the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. The Contractor must provide the services specified in these Contract Documents in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. The Contractor must not discriminate against disabled persons in the provision of services, benefits or activities provided under these Contract Documents and any violation of this prohibition by the Contractor, its employees, agents or assigns will constitute a material breach of these Contract Documents.

PART 2 - PRODUCTS

Not applicable to this Section.

PART 3 - EXECUTION

Not applicable to this Section.

END OF SECTION

SECTION 01411

REGULATORY REQUIREMENTS FOR HAZARDOUS MATERIALS

PART 1 GENERAL

1.01 SUMMARY

This Section includes regulatory requirements applicable to Work in connection with hazardous waste abatement and disposal, including, but not limited to, asbestos and asbestos-containing materials, lead-based paint, polychlorinated biphenyls, petroleum contaminated soils and materials, construction and demolition debris and any other hazardous substance or hazardous waste (collectively, "Hazardous Materials").

1.02 REFERENCES TO REGULATORY REQUIREMENTS

- A. The Contractor is presumed to be familiar with all such applicable Regulatory Requirements for Hazardous Materials, herein referred to as Regulatory Requirements. The listing herein of applicable Regulatory Requirements for hazardous waste abatement work is provided as a courtesy and does not limit the Contractor's responsibility for complying with all Regulatory Requirements pertaining to the Work.
- B. References in the Contract Documents to any Regulatory Requirements pertaining to management and abatement of Hazardous Materials, means the latest version or edition in effect at the date of submission of Bids unless earlier version or edition is expressly required.
- C. Precedence:
 - 1. Unless otherwise directed by the Port, where requirements in the Contract Documents differ from applicable Regulatory Requirements, the Contractor must comply with the more stringent requirements, as determined by the Port.
 - 2. Where the Plans or Specifications require or describe products or execution of better quality, higher standard or greater size than required by applicable Regulatory Requirements, unless otherwise directed by the Port, the Contractor must comply with the requirements of the Plans and Specifications unless and only to the extent that such requirements in the Plans or Specifications do not comply with applicable Regulatory Requirements.
 - 3. Unless otherwise directed by the Port, the Contractor must comply with all applicable Regulatory Requirements, even if the applicable portions of the Plans or Specifications do not include any such express requirements.

1.03 LAWS, ORDINANCES, RULES AND REGULATIONS

- A. During prosecution of Work, the Contractor must comply with all applicable Regulatory Requirements pertaining to management and abatement of Hazardous Materials including, but not limited to, those listed below.
- B. Federal:
 - 1. Statutory Requirements:
 - a. Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq.*
 - b. Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 *et seq.*
 - c. Toxic Substances Control Act of 1976, 15 U.S.C. §§ 2601 *et seq.*
 - d. Hazardous Materials Transportation Act of 1975, 49 U.S.C. §§ 5101 *et seq.*
 - e. Clean Water Act, 33 U.S.C. §§ 1251 *et seq.*
 - f. Safe Drinking Water Act, 42 U.S.C. §§300f *et seq.*
 - g. Clean Air Act, section 112, 42 U.S.C. §§7401 *et seq.*
 - h. Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 *et seq.*
 - i. Underground Storage Tank Law, 42 U.S.C. §§6991 *et seq.*
 - j. The Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C. §§ 11001 *et seq.*
 - 2. Environmental Protection Agency (EPA):
 - a. 40 C.F.R. Parts. 260, 264, 265, 268, 270
 - b. 40 C.F.R. Parts 258 *et seq.*
 - c. 40 C.F.R. Part 761
 - d. 40 C.F.R. Parts 122-124
 - e. National Emission Standard for Hazardous Air Pollutants, Title 40 CFR Part 61
 - f. Asbestos Hazardous Emergency Response Act, Title 40 C.F.R. Part 763
 - 3. Occupational Safety and Health Administration (OSHA):
 - a. OSHA Worker Protection Standards, Title 29 CFR Part 1926.1 *et seq.*, Construction Standards and 29 CFR 1910.1001, General Industry Standard
 - b. OSHA, 29 C.F.R. Part 1926.1101, Construction Standards for Asbestos
 - c. OSHA, Lead Exposure in Construction: Interim Final Rule, 29 C.F.R. 1926.62
 - 4. Department of Transportation:
 - a. Title 49 C.F.R. 171—180
 - b. DOT, HM 181 and MH126f

C. State of California Requirements:

1. Statutory Law:

- a. The Carpenter-Presley-Tanner Hazardous Substance Account Act, Cal. Health & Safety Code §§25300 *et seq.*
- b. Health and Safety Code § 25359.4
- c. Hazardous Waste Control Law, Health & Safety Code §§25100 *et seq.*
- d. Porter Cologne Water Quality Control Act, Cal. Water Code §§13020 *et seq.*
- e. Asbestos Notification, Health and Safety Code §§25915 *et seq.*
- f. Cal. Labor Code Chapter 6, including, without limitation, §§ 6380, 6501.5-6501.9, 6503.5, 9021.5, 9000 *et seq.*
- g. Cal. Bus. and Prof. Code, including without limitation, §§7058.5, 7065.01, 7118.5
- h. Unified Hazardous Waste and Hazardous Materials Management Regulatory Program, Health & Safety Code §§ 25404, *et seq.*
- i. Underground Storage of Hazardous Substance Act, Cal. Health & Safety Code §§25280 *et seq.*
- j. Petroleum Underground Storage Tank Cleanup, Health and Safety Code §§25299.10 *et seq.*
- k. Safe Drinking Water and Toxic Enforcement Act of 1986, Health & Safety Code §§25249.5 *et seq.* (Proposition 65)
- l. Above Ground Petroleum Storage Act, Health and Safety Code §§ 25270 *et seq.*
- m. Hazardous Materials Release Response Plans and Inventory, California Health and Safety Code §§ 25500 *et seq.*

2. Administrative Code and Regulations:

- a. Unified Hazardous Waste & Hazardous Materials Management Regulatory Program, Title 27 C.C.R. §§ 15100 *et seq.*
- b. Title 22 C.C.R. Division 4.5, Environmental Health Standards for the Management of Hazardous Waste §§66250 *et seq.*
- c. Asbestos Cal OSHA Worker Protection Standards, Title 8 C.C.R. §§1529, 5208
- d. Lead in Construction, Title 8 C.C.R. §1532.1,
- e. Underground Tank, Title 23 C.C.R. §§2610 *et seq.*

3. Local Agency Requirements:

- a. Bay Area Air Quality Management District, Fugitive Dust Rules
- b. Bay Area Air Quality Management District Regulation 11-2-303
- c. State Water Resources Control Board, General Construction Activity, Storm Water Permit Requirements (Order 2009-0009-DWQ)
- d. San Francisco Bay Conservation and Development Commission, Permit Requirements

4. City, County and Port Requirements:
 - a. Oakland Fire Department
 - b. City of Oakland Ordinances
 - c. County of Alameda Ordinances
 - d. Port of Oakland Ordinances

1.04 PERMITS

- A. The Contractor must comply with, implement and acknowledge effectiveness of all the permits applicable to the Work, and take all necessary steps to obtain any required permit or approval, including, but not limited to, permits affecting environmental work.

PART 2 PRODUCTS

Not applicable to this Section.

PART 3 EXECUTION

Not applicable to this Section.

END OF SECTION

SECTION 01415

AIR POLLUTION MANAGEMENT AND EQUIPMENT IDLING

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section describes requirements and procedures for the use of diesel-powered vehicles and equipment during construction work for the Port of Oakland. These requirements apply only to:
1. On-road, diesel-fueled vehicles with a gross vehicle weight rating (GVWR) greater than 14,000 pounds;
 2. Off-road self-propelled diesel-fueled vehicles 25 hp or greater; and
 3. Portable diesel-powered equipment over 50 hp.
- B. The diesel engine is a vital component of vehicles and equipment used for the construction of a variety of Port of Oakland projects. Diesel engines, however, are a major source of air pollution, particularly emissions of nitrogen oxides, particulate matter, and sulfur oxide gases. To reduce diesel particulate matter emissions from construction activities, the Contractor's diesel-fueled vehicles and equipment must comply with the emissions standards established in regulations promulgated by the California Air Resources Board ("CARB"), including, but not limited to, those referenced in Article 1.02, below, (collectively, the "Diesel Engine Regulations").
- C. This Section applies to the control of emissions from diesel-fueled vehicles and construction-related equipment, and Contractor compliance with all air pollution and environmental control rules, regulations, ordinances and statutes which apply to any phase of the Project, including, but not limited to, the Diesel Engine Regulations.
- D. All diesel-powered off-road construction vehicles used on the Project must be registered in CARB's Diesel Off-Road On-line Reporting System (DOORS). See www.arb.ca.gov/msprog/ordiesel.htm.
- E. All portable diesel-powered equipment used on the Project must be registered in the CARB Portable Equipment Registration Program (see Article 1.02C, below).

1.02 REFERENCES

The following references specifically apply to this Section:

- A. California Code of Regulations, Title 13, Division 3, Chapter 9, Article 4.8, Section 2449, *General Requirements for In-Use Off-Road Diesel-Fueled Fleets* ("CARB Off-Road Diesel Vehicle Regulation"). See also: <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

- B. California Code of Regulations, Title 13, Division 3, Chapter 1, Article 4.5, Section 2025, *Regulation to Reduce Emissions of Diesel Particulate Matter, Oxides of Nitrogen, and Other Criteria Pollutants from In-Use Heavy-Duty Diesel-Fueled Vehicles*. See also: <http://www.arb.ca.gov/msprog/onrdiesel/onrdiesel.htm>.
- C. California Code of Regulations, Title 13, Division 3, Chapter 9, Article 5, Section 2450, *et seq.*, *Portable Engines and Equipment Registration*. See also: <http://www.arb.ca.gov/portable/portable.htm>.
- D. Title 40, Code of Federal Regulations (CFR), Part 89 and Part 1039.

1.03 SUBMITTALS

The Contractor must submit the following as one package, no more than five (5) calendar days after receipt of the executed Agreement, Document 00520, in accordance with Section 01330, *Submittals*. If the Contractor adds previously unlisted diesel-fueled vehicles or equipment to perform Work on the construction Site, the Contractor must amend and resubmit the applicable documents accordingly.

- A. Contractor's current CARB "Certificate of Reported Compliance" pursuant to the Off-Road Diesel Vehicle Regulation, (see Article 1.02A, above).
- B. Statewide Registration Program documentation for portable engines (see Article 1.02C, above,) as applicable for each item of diesel-fueled equipment to be used on the Project.
- C. An equipment list from the CARB DOORS database identifying all of the off-road diesel vehicles to be used on the Project (see Article 1.01D, above). This list should include detailed equipment information including: the equipment description, make, model, serial number, engine make, engine model, engine model year, horsepower, estimate hour and fuel usage, specifications for any installed Verified Diesel Emission Control Strategy, and CARB equipment identification number.
- D. A written idling policy which limits idling of all off-road diesel vehicles used on the construction Site to a maximum of 5 minutes, and establishes procedures to train staff on the policy, under the CARB Off-Road Diesel Vehicle Regulation. (See Article 1.02A, above.)
- E. Written certification that all diesel vehicles to be used on the construction site and subject to the CARB Off-Road Diesel Vehicle Regulation meet fleet emissions and performance requirements consistent with any fleet regulatory deadlines under the applicable Diesel Engine Regulations. Confirm that the Contractor's and any Subcontractor's "Fleet Compliance Snapshot" issued by the CARB DOORS database will meet the requirements of the CARB Off-Road Diesel Vehicle Regulation.

1.04 REQUIREMENTS

The Contractor must:

- A. Use equipment that is compliant with the emissions standards established in the applicable Diesel Engine Regulations for the duration of this Project.
- B. Use vehicles that are compliant with the emissions standards established in the applicable Diesel Engine Regulations for the duration of this Project. The Contractor must deny any non-compliant on-road diesel vehicles access to the construction Site. Furthermore, all diesel vehicles to be used on the construction Site and subject to the CARB Off-Road Diesel Vehicle Regulation must meet fleet emissions and performance requirements consistent with any fleet regulatory deadlines.
- C. Prohibit engine idling:
 - 1. In excess of 5 minutes for all diesel-fueled commercial on-road vehicles over 10,000 lbs.
 - 2. In excess of 5 minutes for all diesel-fueled off-road vehicles.
- D. Equip any and all equipment used on the Project with a non-resettable hour meter, and monitor and track fuel consumption and usage hours.
- E. Maintain all on-road diesel vehicles and off-road diesel equipment and properly tune in accordance with manufacturer specifications. The Contractor must prohibit and remove vehicles and equipment clearly in a state of disrepair or visibly emitting diesel exhaust from construction Site until repaired and compliant with this Section.

PART 2 - PRODUCTS

Not applicable to this Section.

PART 3 - EXECUTION

Not applicable to this Section.

END OF SECTION

SECTION 01420

REFERENCES AND DEFINITIONS

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes reference standards, abbreviations, symbols and definitions used in the Contract Documents.
- B. Material and workmanship must meet or exceed applicable standards or more rigid requirements as specified or otherwise required by applicable codes.
- C. Standards referenced, except as modified herein, shall have full force and effect as though printed in the Contract Documents. The Contractor and all Subcontractors, manufacturers, fabricators, and suppliers must be familiar with the standards applicable to their respective trade.

1.02 RELATED SECTIONS

- A. Section 01410, *Regulatory Requirements*

1.03 REFERENCE TO STANDARDS AND SPECIFICATIONS OF TECHNICAL SOCIETIES; REPORTING AND RESOLVING DISCREPANCIES

The Contractor must comply with the applicable portions of standards and specifications published by the technical societies, institutes, associations, governmental agencies, and the like, referred to in the Contract Documents.

- A. All such references, whether express or by implication, mean the latest standard, specification, manual, or the like in effect at the time of opening of Bids, including all amendments, changes, errata, and other supplements then in effect, except as may be otherwise specifically stated in the Contract Documents.
- B. If applicable reference standards change between the time the Bid is submitted and the time the Agreement is signed, or thereafter during performance of the Work, the Contractor must notify the Port in writing of the change. In any case, the Contractor must comply with all governing legal requirements that are in effect during performance of the Work.
- C. If during the performance of the Work, the Contractor discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any standard, specification, manual or code, or of any instruction of any supplier, the Contractor must report it in writing at once to the Port, and the Contractor may not proceed with the Work affected thereby until consent to do so is given by the Port.
- D. Except as otherwise specifically stated in the Contract Documents or as may be provided by Change Order, or Field Change, the provisions of the Contract

Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and:

1. The provisions of any such standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents) unless such an interpretation of the provisions of the Contract Documents would result in a violation of such code; or
 2. The provisions of any such laws or regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such law or regulation).
 3. No provision of any such standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of Port, the Contractor, or Architect/Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents, nor shall it be effective to assign to Port, Architect/Engineer, or any of their consultants, agents or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.
- E. The Contractor shall comply with the applicable portions of standards and specifications published by the technical societies, institutions, associations and governmental agencies referred to in the Contract Documents.
- F. Where an alternative or optional grade, class or type of product or execution is included in a reference but is not identified in the Contract Documents, provide the highest, best and greatest of the alternatives or options for the intended use and prevailing conditions.
- G. For all references to codes, laws, ordinances, rules, regulations or requirements of federal, state, local, regional, or local governmental or regulatory agencies, refer to the provisions of Section 01410, *Regulatory Requirements*.

1.04 JOBSITE COPIES OF CODES AND STANDARDS

The Contractor must obtain and maintain at the Project Site electronic or paper copies, or must have immediate and continuous access to current electronic copies of the following codes and reference standards:

- A. California Building Standards Code, as adopted by the City of Oakland, including:
1. California Building Code as adopted by the City of Oakland
 2. California Electrical Code as adopted by the City of Oakland
 3. California Mechanical Code as adopted by the City of Oakland
 4. California Plumbing Code as adopted by the City of Oakland

5. All other Codes as Part of the California Building Standards Code, CCR Title 24 as applicable to the Work.
- B. All health and safety codes applicable to the Work, including standard requirements by Cal-OSHA and Federal OSHA.
- C. All common technical standards, particularly those commonly applicable to Port of Oakland Work, including standards from:
1. ASTM International (ASTM)
 2. Institute of Electrical and Electronics Engineers (IEEE)
 3. Caltrans, including Standard Specifications, Standard Plans, and Test Methods
 4. Underwriter's Laboratories (UL) Standards
 5. All other standards referenced in the Division 2-16 Sections of this Project Manual or as shown on the Plans

1.05 ABBREVIATIONS

- A. Listed hereinafter are the various organizations or references which may appear in the Contract Documents, along with their respective acronyms and/or abbreviations:

AA	Aluminum Association
AABC	Associated Air Balance Council
AAMA	Architectural Aluminum Manufacturers Association
AAP	Affirmative Action Program
AASHTO	American Association of State Highway and Transportation Officials
ABMA	American Boiler Manufacturers Association
ABPA	American Board Products Association
ACI	American Concrete Institute
AFA	American Fiberboard Association (formerly the ABPA – American Board Products Association)
AGA	American Gas Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ANSI	American National Standards Institute (formerly American Standards Association)
AMCA	Air Moving and Conditioning Association, Inc.
ANSI	American National Standards Institute
APA	American Plywood Association
ARI	Air Conditioning and Refrigeration Institute
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
ASI	Architect's Supplemental Instructions
ASME	American Society of Mechanical Engineers
ASTM	ASTM International
AWCI	Association of the Wall and Ceiling Industries

AWPA	American Wood Protection Association (Formerly the American Wood Preservers Association)
AWS	American Welding Society
AWWA	American Water Works Association
BIL	Basic Insulation Level
Cal-OSHA	California Occupational Safety and Health Administration
CBC	California Building Code (As adopted by the City of Oakland)
CCR	California Code of Regulations
CEC	California Electrical Code (As adopted by the City of Oakland)
CFR	Code of Federal Regulations
CISPI	Cast Iron Soil Pipe Institute
CLMFI	Chain Link Manufacturers Institute
CO	Change Order
CPM	Critical Path Method
CPUC	California Public Utilities Commission
CRA	California Redwood Association
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standards, U.S. Department of Commerce
CTIOA	Ceramic Tile Institute of America (formerly CTI)
DHI	Door and Hardware Institute
DSA	Division of the State Architect (formerly the OSA - Office of the State Architect)
Federal-OSHA	U.S. Dept. of Labor Occupational Health and Safety Administration
FGMA	Flat Glass Marketing Association
FM	Factory Mutual
FS	Federal Specifications
GA	Gypsum Association
HPVA	Hardwood Plywood, and Veneer Manufacturers Association (formerly HPMA - Hardwood Plywood Manufacturers Association)
HVAC	Heating, Ventilating and Air Conditioning
HUD	U.S. Department of Housing and Urban Development
IACS	International Annealed Copper Standards
IAPMO	International Association of Plumbing and Mechanical Officials
IBC	International Building Code
ICBO	International Conference of Building Officials
ICEA	Insulated Cable Engineers Association
I.D.	Identification
IEEE	Institute of Electrical and Electronic Engineers, Inc.
IES	Illuminating Engineering Society of North America (formerly the IES)
IGMA	Insulating Glass Manufacturers Alliance (formerly SIGMA - The Sealed Insulating Glass Manufacturers Association)
JATC	Joint Apprenticeship Training Committee
JV	Joint Venture
LBE	Local Business Enterprise
LBP	Lead Based Paint
LCP	Lead Containing Paint
MAPLA	Maritime/Airport Project Labor Agreement
MBE	Minority Business Enterprise
MIA	Masonry Institute of America
MIA	Marble Institute of America
ml	milliliter

MLSFA	Metal Lath/Steel Framing Association
mm	millimeter
MS	Military Specifications
MSS	Manufacturers Standardization Society of the Valve & Fitting Industry
M/WBE	Minority and Woman-Owned Business Enterprise
NAAMM	National Association of Architectural Manufacturers
NEC	National Electric Code
NEMA	National Electric Manufacturer's Association
NESC	National Electrical Safety Code
NFPA	National Fire Protection Association
NFPA	National Forest Products Association
NIST	National Institute of Standards and Technology (formerly the NBS – National Bureau of Standards)
NOFMA	National Wood Flooring Manufacturers Association (formerly the National Oak Flooring Manufacturers Association)
NSF	NSF International (formerly the National Sanitation Foundation)
NTMA	National Terrazzo and Mosaic Association
NWWDA	National Wood Windows and Doors Association
PCA	Portland Cement Association
PCI	Precast/Prestressed Concrete Institute (formerly the Prestressed Concrete Institute)
PDI	Plumbing and Drainage Institute
PM	Preventive Maintenance
PR	Proposal Request
PS	Product Standard, U. S. Department of Commerce
RFI	Request for Information
RFS	Request for Substitution
RIS	Redwood Inspection Service
SDI	Steel Deck Institute
SJI	Steel Joist Institute
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SOQ	Statement of Qualifications
SPIB	Southern Pine Inspection Bureau
SSPC	The Society for Protective Coating (formerly the Steel Structures Painting Council)
SWI	Steel Window Institute
TCNA	Tile Council of North America (formerly Tile Council of America)
UFC	Uniform Fire Code
UL	Underwriters' Laboratories, Inc.
UMC	Uniform Mechanical Code
UPC	Uniform Plumbing Code
USA	Underground Service Alert
WCLIB	West Coast Lumber Inspection Bureau
WIC	Woodwork Institute (formerly Woodwork Institute of California)
WHI	Warnock Hersey International
WWPA	Western Wood Products Association

B. ABBREVIATIONS IN SPECIFICATIONS

The Specifications may use abbreviations that are widely used and commonly understood, including those listed below. All other abbreviations are defined by

the current edition of the *Chicago Manual of Style*, published by the University of Chicago Press.

Co.	Company
Corp.	Corporation
cu.	cubic
Div.	Division
dia.	diameter
ft.	foot (feet)
gal.	gallon (gallons)
H	hour
in.	inch (inches)
Inc.	Incorporated
lbs.	pounds
Mfg.	Manufacturing
No.	number
o.c.	on centers
O.D.	outside diameter
psi	pounds per square inch
psf	pounds per square foot
sq.	square
T & G	tongue and groove
U.S.	United States
yd.	yard (yards)

C. ABBREVIATIONS IN PLANS

Additional abbreviations used on the Plans are listed thereon.

1.06 SYMBOLS

A. SYMBOLS IN SPECIFICATIONS

#1	gauge or number
1#	pound
&	and
%	percent
C.	Centigrade
F.	Fahrenheit
°	degree
/	per, except where used to combine words; example: power/fuel.
"	inch (inches)
'	foot (feet)
@	at

B. SYMBOLS IN PLANS

Symbols used on the Plans are shown thereon.

1.07 DEFINITIONS

- A. Wherever any of the words or phrases defined below, is used as a capitalized term in any part of the Contract Documents, it has the meaning stated below:

ADDENDUM/ADDENDA: Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding requirements or the Contract Documents. Addenda do not include the minutes of any pre-Bid conference or Site visit.

AGREEMENT (Document 00520): The completed and fully executed Contract form that, upon execution, legally binds the Port and the Contractor to the terms of the Agreement and terms of all of the Contract Documents incorporated therein. The Agreement includes any Addenda and any duly approved Contract Modifications.

ALTERNATE: Work added to or deducted from the Base Bid, if accepted by Port.

APPROVED EQUAL: Approved in writing by Port as being of equivalent quality, utility and appearance to substitute for a specified item, thing, material, product or service.

ARCHITECT / ENGINEER: The person holding a valid California State Architect's or Engineer's license, whose firm has been designated within the Contract Documents as the Architect/Engineer to provide architectural or engineering services on the Project. When the Architect/Engineer is referred to within the Contract Documents and no Architect/Engineer has in fact been designated, then the term will be referred to the Port. The term Architect/Engineer shall be construed to include all its consultants retained for the Project, as well as employees of the Architect/Engineer. When the designated Architect/Engineer is an employee of Port, the authorized representatives of that employee will be included under the term Architect/Engineer.

ATTORNEY: The Port Attorney of the Board.

BID: The offer or proposal of the Bidder submitted on Document 00400, *Bid Form*, setting forth the prices for the Work to be performed.

BIDDER: Person, firm, entity or association that submits a Bid.

BIDDING DOCUMENTS: The Contract Documents and all other documents applicable to the Bid, including, but not limited to, Project Manual Documents 00100 to 00499.

BOARD: The Board of Port Commissioners of the City of Oakland.

BY OTHERS: Work that is outside the scope of Work to be performed by the Contractor under the Contract Documents, which will be performed by Port, other contractors, or by other parties.

BY PORT: Work that will be performed by Port or its agents at the Port's expense.

CHANGE ORDER: A written instrument prepared and signed by the Port which changes the terms of the Contract Documents in one or more of the following ways:

1. A change in the Work,
2. A change in the Contract Sum, or
3. A change in the Contract Time.

CHIEF ENGINEER: The Chief Engineer of the Port.

CITY: The City of Oakland, Alameda County, California.

CONCEALED: Work not exposed to view in the finished Work, including within or behind various construction elements.

CONSTRUCTION MANAGER: A firm or individual providing customary construction management services for the Project, with authority to act on behalf of the Port, to the extent specified by the Port.

CONTRACT CONDITIONS: Collectively, the *General Conditions*, Document 00700, *Supplementary Conditions*, Documents 00800A and 00800B, and *Supplemental General Conditions*, Document 00805.

1. General Conditions contain the general contract provisions which are common to the Port Contracts.
2. Supplemental General Conditions modify or supplement General Conditions to meet specific requirements for the Project. Supplemental General Conditions are also referred to sometimes as Supplementary Conditions.

CONTRACT DOCUMENTS or CONTRACT: Contract Documents shall consist of the documents identified as the Contract Documents in Document 00520, *Agreement*, as amended by Addenda and Contract Modifications.

CONTRACT MODIFICATION: Any change to the Contract Documents, including, but not limited to changes in the Work, the Contract Times, or Contract Sum, which has been authorized and approved in the manner specified in the Contract Documents.

CONTRACT SUM: The sum stated in the Agreement and, subject to authorized adjustments, the total amount payable by Port to the Contractor for performance of the Work in full compliance with the Contract Documents. The Contract Sum is also referred to as the Contract Price or the Contract Amount.

CONTRACT TIMES: The number or numbers of days or the dates stated in the Agreement (a) to achieve Substantial Completion of the Work or designated Milestones and/or (b) to complete the Work so that it is ready for Final Acceptance.

CONTRACTOR: The person or entity identified as such in the Agreement and referred to throughout the Contract Documents as if singular in number and neuter

in gender. The term "Contractor" means the Contractor or its authorized representative.

CONTRACTOR'S EMPLOYEES: Persons engaged in execution of Work under the Contract Documents as direct employees of the Contractor.

DATE OF SUBSTANTIAL COMPLETION: Date of Substantial Completion of Work or designated portion thereof is the date certified by the Port, acting in its sole discretion, when the Work is sufficiently complete in accordance with Contract Documents for Port to occupy and have beneficial use of the Work or designated portion thereof for the purposes intended.

DAY: Day means one calendar day regardless of whether the word is capitalized, unless a different meaning, e.g., "working day" is expressly stated.

DEFECTIVE: An adjective which, when modifying the word "Work," refers to Work that the Port determines is unsatisfactory or unsuited for the use intended, faulty, or deficient, that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents (including but not limited to approval of samples and "or equal" items), or has been damaged prior to final payment (unless responsibility for the protection thereof has been assumed by Port). Only the Port, acting in its sole discretion, determines whether Work is Defective.

DRAWINGS: See definition for Plans, unless used to reference Shop Drawings, record drawings, or other drawings which are provided to the Port, and not provided by the Port.

ENGINEER or RESIDENT ENGINEER: A person designated by the Chief Engineer of the Port authorizing such person to act on behalf of the Chief Engineer.

EQUAL: Equal in the opinion of the Port. Burden of proof of equality is responsibility of the Contractor.

EXPOSED: Work exposed to view in the finished Work, including behind louvers, grilles, registers and various other construction elements.

FIELD CHANGE: A written Work change directive to the Contractor issued by the Port, or the Architect/Engineer, ordering alterations or modifications which do not require a change in the Contract Sum or the Contract Times, and do not substantially change the Contract Documents.

FINAL ACCEPTANCE: The Port's acceptance of the Work following Final Completion, subject to any express written exceptions.

FINAL COMPLETION: Completion of all Work, to the Port's satisfaction, in accordance with the Contract Documents, including, but not limited to full compliance with the applicable requirements of Sections 01770 and 01780.

FORCE ACCOUNT: Work directed to be performed without prior agreement as to lump sum or unit price cost thereof, and which is to be billed at cost for labor,

materials, equipment, taxes, and other costs, plus a specified percentage for overhead and profit.

FURNISH: Supply only, do not install.

FURNISH AND INSTALL: Supply and install or apply.

INDICATED: Shown or noted on the Drawings.

INSPECTOR: The person engaged by the Port to inspect the workmanship, materials, or manner of construction of the Project, to determine compliance with the Contract Documents, Plans and Specifications.

INSTALL: Install or apply only, do not furnish.

LATENT: Not apparent by reasonable inspection, including but not limited to, the inspections and research required as a condition to bidding under the General Conditions.

LEAD BASED PAINT (LBP): As per HUD guidelines, paint containing 5,000 ppm or greater of lead or an XRF reading of 1.0 mg./cm² or greater.

LEAD CONTAINING PAINT (LCP): Any paint containing lead below the HUD guidelines for LBP.

MATERIAL OR MATERIALS: These words shall be construed to embrace machinery, manufactured articles, materials of construction (fabricated or otherwise), and any other classes of physical objects or substances to be furnished in connection with Contract, except where a more limited meaning is indicated by context.

MILESTONE: A principal event identified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of the Work.

MODIFICATION: Same as Contract Modification.

NOT IN CONTRACT: Work that is outside the scope of Work to be performed by the Contractor under the Contract Documents.

NOTICE OF AWARD: A written notice given by the Port to lowest responsive, responsible Bidder advising that Bidder's Bid and other qualifying information is acceptable to the Port, and requiring Bidder to fulfill the post-notice of award requirements in Document 00200, *Instructions to Bidders*, and any requirements in the Contract Documents applicable to the Bidder at such time. The notice shall be in the form set forth in Document 00510, *Notice of Award*, with such changes thereto as the Port may determine in its discretion.

NOTICE TO PROCEED: A written notice given by the Port to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contractor must start to perform work on the Project. The notice shall be in the

form set forth in Document 00550, *Notice to Proceed*, with such changes thereto as the Port may determine in its discretion.

OFFICE OF THE PORT: The Port's office at 530 Water Street, P.O. Box 2064, Oakland, California 94604-2064, or such other office as the Port may have after notice of such change of office is provided by the Port.

OFF SITE: Outside geographical location of the Project.

PLANS: The graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

PORT: The City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners.

PORT-FURNISHED, CONTRACTOR-INSTALLED: Items furnished by the Port at its cost for installation by the Contractor at the Contractor's cost under the Contract Documents.

PORT REPRESENTATIVE(S): The person or persons assigned by the Port to be the Port's agent(s) at the Site.

PROJECT: The public works project, or portion thereof, that is referenced in the Agreement and is to be constructed pursuant to the Contract Documents.

PROJECT MANUAL: Project Manual consists of the Contract Documents and Specifications.

PROVIDE: (See) Furnish and Install.

REQUEST FOR INFORMATION ("RFI"): A document prepared by the Contractor requesting information regarding the Project or Contract Documents.

REQUEST FOR SUBSTITUTION ("RFS"): The Contractor's written request for substitution of an alternative Material for any Material expressly specified in the Specifications or approved for use in Addenda.

RFI-REPLY: A written reply issued by the Port or Architect/Engineer in response to an RFI, which reply clarifies or supplements Contract Documents, and with which the Contractor must comply. RFI-Replies do not constitute changes in Contract Sum or Contract Times except as otherwise agreed in writing by the Port.

SAMPLES: Physical examples of Materials, equipment, or workmanship that are representative of some portion of the Work which, when approved by the Port, establish the standards by which such portion of the Work will be judged.

SHOP DRAWINGS: All drawings, diagrams, illustrations, schedules and other graphic depictions which are specifically prepared or assembled by or for the

Contractor and submitted to the Port by the Contractor to illustrate some portion of the Work.

SHOWN: As indicated on Drawings.

SITE: The particular geographical location of Work performed pursuant to the Contract Documents.

SOQ: Shall have the meaning provided in Document 00450, *Statement of Qualifications*.

SPECIFICATIONS: Divisions 1 through 16 as listed on the Document 00010, *Table of Contents*. Specifications are written requirements for Materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

SPECIFIED: As written in Specifications.

START DATE: The date specified by the Port, in the Notice to Proceed or otherwise, to begin performing Work under the Contract Documents.

STATE SPECIFICATION or STATE STANDARD SPECIFICATIONS or STANDARD SPECIFICATIONS: State of California Department of Transportation Standard Specifications.

SUBCONTRACTOR: A person or entity who has a direct subcontract with the Contractor to perform a portion of the Work at the Site, including, as applicable, subcontractors of any tier performing any portion of the Work encompassed by that subcontract. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and neuter in gender and includes the Subcontractor or its authorized representative.

SUBSTANTIAL COMPLETION: The Work (or a specified part thereof) has progressed to the point where, in the opinion of the Port as evidenced by a duly authorized Certificate of Substantial Completion, the Work is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

TECHNICAL SPECIFICATIONS or TECHNICAL SECTIONS: Divisions 2 through 16 as listed on the Document 00010, *Table of Contents*.

UNDERGROUND FACILITIES: Pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish services or materials including the following: Electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

WORK: Work includes and is the result of providing labor, materials, and equipment to complete the Project as required by the Contract Documents including the Plans and Specifications. Wherever the word "work" is used, rather than the word "Work," it shall be understood to have its ordinary and customary meaning.

- B. Wherever words "as directed," "as required," "as permitted," or similar terms are used, it shall be understood that direction, requirements, or permission of the Port is intended. Words "sufficient," "necessary," "proper," and the like shall mean sufficient, necessary or proper in judgment of the Port. Words "approved," "acceptable," "satisfactory," "favorably reviewed," or similar words, shall mean, respectively, approved by, acceptable to, satisfactory to, or favorably reviewed by the Port.
- C. Wherever the word "may" is used, the action to which it refers is discretionary. Wherever the word "shall," "must," or "will" is used, the action to which it refers is mandatory.

PART 2 - PRODUCTS

Not applicable to this Section.

PART 3 - EXECUTION

Not applicable to this Section.

END OF SECTION

SECTION 01563

DUST CONTROL

PART 1 – GENERAL

1.01 SUMMARY

This Section includes the requirements for dust control at the Site during construction of the Project.

1.02 RELATED SECTIONS

- A. Section 01340, *Safety and Environmental Submittals*
- B. Section 01345, *Storm Water Pollution Prevention, Erosion and Sediment Control*
- C. Section 01415, *Air Pollution Management and Equipment Idling*

1.03 SUBMITTALS

- A. If required by Section 01340, *Safety and Environmental Submittals*, the Contractor must submit a dust control plan as described in Article 3.01, below (Dust Control Plan). The Dust Control Plan must be submitted to the Port for review and acceptance in compliance with the requirements of Section 01330, *Submittals*. The Dust Control Plan must include the minimum requirements described in Article 3.01 of this Section, and any information, data, and certification of proposed dust palliatives and recycled or non-potable dust control water as described in Article 2.01 of this Section.
- B. The Dust Control Plan must be consistent with the other environmental submittals described in Section 01340, *Safety and Environmental Submittals*, Section 01345, *Storm Water Pollution Prevention, Erosion and Sediment Control*, and Section 01415, *Air Pollution Management and Equipment Idling*.
- C. Prior to changing dust control methods or materials from an accepted Dust Control Plan, the Contractor must submit an amended Dust Control Plan to the Port for review and acceptance in compliance with Section 01330. The Contractor may not change any of the dust control methods or materials from an accepted Dust Control Plan until or unless the Port accepts an amended Dust Control Plan that includes such changes.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Dust control palliatives and soil stabilizers must conform to the accepted Project Storm Water Pollution Prevention Plan (SWPPP), and must comply with all San Francisco Bay Area Regional Water Quality Control Board (RWQCB) Regulations, in addition to the provisions of Section 01345, *Storm Water Pollution Prevention, Erosion and Sediment Control*.

- B. Dust control water must conform to the accepted project SWPPP, and must comply with all RWQCB Regulations. For recycled or non-potable water, the Contractor must submit a copy of the waste water discharge permit or waiver from the RWQCB for each water source with the accepted Dust Control Plan or any accepted, amended Dust Control Plan.

PART 3 – EXECUTION

3.01 MINIMUM REQUIREMENTS

The Contractor must implement the Dust Control Plan as accepted by the Port. The Dust Control Plan, at minimum, must require the Contractor to:

- A. Water all exposed or disturbed soil surfaces at the construction Site twice-daily or as necessary to control dust, or apply accepted dust control palliatives to eliminate visible dust plumes. Enclose, cover, water twice daily or apply non-toxic soil binders to exposed soil, sand, and aggregate stockpiles.
- B. Cover all trucks hauling soil, sand, and other loose materials or ensure that all trucks maintain at least 2 feet of freeboard.
- C. Limit traffic speeds on unpaved roads to 15 mph.
- D. Pave, apply water at least twice daily (or as necessary to control dust), or apply an approved palliative or soil stabilizer on all unpaved access roads, parking areas, and staging areas at construction Site, except during rain or when the areas are already saturated with water.
- E. Sweep daily all paved access roads, parking areas, and staging areas at the construction Site with water sweepers. If visible soil materials are carried onto adjacent public streets, the Contractor must also sweep those streets daily with water sweepers. Do not use dry power sweepers.
- F. Install sandbags or other erosion control measures to prevent silt runoff to public roadways as per the approved SWPPP.
- G. Hydroseed or apply non-toxic soil stabilizer to construction areas previously graded areas and inactive for 10 days or more.
- H. Replant vegetation in disturbed areas as quickly as possible.
- I. Limit the area subject to excavation, grading, and other construction activity at any one time.
- J. Suspend excavation and grading activity when winds (sustained) exceed 20 mph.
- K. Install wheel washers for all exiting trucks, or wash off the tires or tracks of all trucks and equipment leaving the Project Site.

- L. When the above measures fail to control dust, install wind breaks such as fencing on the windward side of actively disturbed areas of the Site. Wind breaks must have a maximum 50% air porosity.
- M. Designate a person or persons to monitor and ensure the full implementation of the approved Dust Control Plan. The designee(s) must have authority to order increase dust control measures as necessary to prevent transport of dust offsite. The duties of the designee(s) may include monitoring the Site and implementing dust control measures during holidays and weekend periods when Work may not be in progress.
- N. Post a publicly visible sign that includes the Contractor's name and telephone number to contact regarding dust complaints, and the telephone numbers of contacts at the Port and the BAAQMD. This information may be posted on other required on-Site signage. When contacted with a complaint, the Contractor must respond to the complaint and take corrective action within 48 hours.

3.02 APPLICATION

- A. The Contractor is responsible for full implementation of all elements of the Dust Control Plan accepted by the Port.
- B. The Contractor must maintain a copy of the Dust Control Plan at the construction Site at all times, and make the Dust Control Plan available to all of its employees, subcontractors and suppliers during performance of the Work.

END OF SECTION

SECTION 01620

PRODUCT OPTIONS AND SUBSTITUTIONS

PART 1 - GENERAL

1.01 SUMMARY

This Section describes the procedures for requesting substitutions for Materials or brands (collectively, "product" or "products") for products specifically required by the Specifications.

1.02 RELATED SECTIONS

- A. Section 01250, *Modification Procedures*
- B. Section 01330, *Submittals*

1.03 CONTRACTOR'S OPTIONS

- A. For a product specified by reference standard(s) only, the Contractor must select a product that meets the specified standard(s), and submit the proposed product to the Port for acceptance in conformance with the requirements of Section 01330, *Submittals*.
- B. For a product specified by naming two or more brands or manufacturers the Contractor must submit a product of the specified brand or manufacturer, or may submit a Request for Substitution (RFS) for a substitute product that meets all specified requirements, to the Port for acceptance in conformance with the requirements of Section 01330, *Submittals*.
- C. Where the Specifications specify only one particular or brand or manufacturer, but allow an "or equal" product, the Contractor may submit a RFS for any proposed "equal" product for Port acceptance in conformance with Section 01330, *Submittals*.

1.04 SUBSTITUTIONS

- A. The Port will accept an RFS from the Contractor only during the 35 day period following award of the Contract. After that period, the Port will accept an RFS only when the specified or previously accepted substitute product becomes unavailable due to no fault of the Contractor.
- B. If applicable, the RFS must state the extent to which acceptance or rejection of the proposed substitute product will affect the Contractor's ability to reach Substantial Completion on time, and whether or not acceptance of the substitute product for use in the Work will require a Change Order due to a change in the Work, the Contract Times, or the Contract Sum.

- C. For each proposed product substitution, the Contractor must submit five copies of its RFS. For each RFS, the Contractor must include the following:
1. The identity of the proposed substitute product.
 2. Manufacturer's literature, product data, cut sheets, details, drawings, photos, etc., as applicable and as required to sufficiently identify the qualities and specifications of the proposed substitute product.
 3. Samples, as applicable.
 4. The name and address of similar projects on which the proposed substitute product has been used, and the date of installation.
 5. The name, address and telephone number of the manufacturer's representative.
 6. Verification that the product meets the prescriptive and performance requirements of the Technical Specifications and Plans.
- D. Where required, itemize a comparison of the proposed product with the specified product and list significant variations between the two products, including, but not limited to, dimensions, weights, service requirements, and functional differences.
- E. The RFS must indicate available maintenance, repair, and replacement services, if applicable for the proposed product. If a difference from the proposed product specified product is not identified in the RFS, the Port has the right to reject the product at any time, and to require the removal and replacement of any Work covered by or affected by the substituted product, at no cost to the Port.
- F. The RFS must state whether or not use of the substitute product will require a change in any of the Contract Documents (or provisions of any other direct contract with Port for Work on the Project), and whether or not use of the substitute product is subject to payment of any license fee or royalty. Submit data relating to changes in the construction schedule or Contract Times, if applicable.
- G. The RFS must include accurate cost data comparing the proposed product with the specified product, and the amount of net change in costs to the Contractor. Include an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of the proposed substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by the Port in evaluating the proposed substitute. The Port may require the Contractor to furnish additional data about the proposed substitute.
1. The Contractor must absorb all net cost increases, and the Port's acceptance of an RFS will not result in any cost increase to the Port.
 2. The Contractor must share any cost savings resulting from acceptance of a proposed substitute with the Port as a credit for 50% of the cost savings.

- H. Substitutions will not be considered for acceptance when use of the proposed substitution:
 - 1. Would exceed the cost of using the specified product and the Contractor proposes that the Port incur extra costs resulting from the substitution;
 - 2. Would cause a delay in meeting construction milestones or Contract Times;
 - 3. Is merely indicated or implied on a submittal without submission of an RFS in compliance with this Section; or
 - 4. Will require an unacceptable revision of Contract Documents.
- I. The Contractor is solely responsible for any and all costs it incurs from ordering or purchasing substitute products without the Port's prior written acceptance.
- J. The Port, acting in its sole discretion, will determine the acceptability of the proposed substitute and reserves right to reject a proposed substitute product due solely to insufficient or incorrect information.
- K. After an RFS has been accepted, it must be resubmitted for final approval, along with other product data submittals, in compliance with the submittal process in Section 01330, and as otherwise required by the Technical Specifications.

1.05 CONTRACTOR'S REPRESENTATION AND WARRANTY

Submission of an RFS constitutes a representation and warranty that the Contractor:

- A. Has investigated the proposed product and determined that it meets or exceeds, in all respects, the quality of specified product for the intended purpose.
- B. Will provide the same warranty for the proposed product as for specified product.
- C. Will coordinate installation and make other changes which may be required for Work to be complete in all respects.
- D. Waives claims for additional costs to the Contractor which may arise, directly or indirectly, from use of the substituted product.
- E. Will compensate the Port for any additional redesign costs associated with the substitution.
- F. Will be responsible for delay arising directly or indirectly from use of the substitute product instead of the specified product, or delays to the Work caused by any late ordering of available specified products when an RFS has been rejected by the Port.
- G. Will compensate the Port for all costs, including, but not limited to, extra cost to other related Port contracts, and any claims brought against the Port, caused by late submission of an RFS or late ordering of a product.

1.06 COST OF REVIEW

- A. The Port will record the time it requires to evaluate each RFS submitted by the Contractor. The Contractor must reimburse the Port for the cost incurred by the Port for evaluating each RFS, including, but not limited to, Port staff time.
- B. The Port reserves the right to waive the reimbursement requirement of Article 1.06 A above. The Port may, acting in its sole discretion, waive its costs when:
 - 1. The Port determines that the proposed substitute product is an "equal" product and the Technical Specifications specifically allow "or equal."
 - 2. Where the Contractor shares costs savings through a credit pursuant to Article 1.04.G.2, above, and the credit exceeds the cost of the Port's review.

1.07 ADMINISTRATIVE REQUIREMENTS

Specified products or systems for Project may include engineering or on-file standards required by the regulatory requirements or permits. The Contractor's substitution of products or systems may require additional engineering, testing, reviews, approvals, assurances, or other information for compliance with regulatory agency requirements. The Contractor must provide all agency approvals or other additional information required and pay additional costs for required Port review and other services made necessary by the substitution at no increase in Contract Sum or the Contract Times, and as a part of its RFS.

PART 2 - PRODUCTS

Not applicable to this Section.

PART 3 - EXECUTION

Not applicable to this Section.

END OF SECTION

SECTION 01720

SURVEYING REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY

This Section describes field surveying requirements and responsibilities for the Project. This Section supersedes any conflicting provisions for field surveying which may appear elsewhere in the Project Manual. As per Document 00700, *General Conditions*, in the event of conflicting information between this Section and the Plans, this Section shall govern.

1.02 DEFINITION OF TERMS

For this Section, the following terms apply in addition to those terms defined in Section 01420, *References and Definitions*. All references to a licensed Land Surveyor mean an individual currently licensed as a land surveyor under the California Professional Land Surveyor's Act (Bus. & Prof. Code Sections 8700 et seq.).

- A. **Port Land Surveyor:** The person designated by the Port's Director of Engineering to be in responsible charge, as defined in Section 404.2 of Title 16 of the California Code of Regulations ("Responsible Charge"), of land surveying for the Port.

The Port Land Surveyor reports to and serves under the direction of the Engineer.
- B. **Project Surveyor:** The Land Surveyor hired by the Contractor for the purpose of providing Project survey services. The Project Surveyor must be a licensed Land Surveyor (or a Civil Engineer legally authorized to practice land surveying), and must be competent to provide the Project survey services pursuant to Section 415 of Title 16 of the California Code of Regulations. The Project Surveyor will be in Responsible Charge of all surveying and related layout which the Contractor must perform to construct the Work.
- C. **Monument:** A physical structure which marks the location of a boundary corner, a control station, or other survey point, set as described in Section 8771 of the California Business and Professions Code.
- D. **Control station:** A point on the ground whose position (horizontal or vertical or both) has been measured and published in relation to some known reference datum.
- E. **Benchmark:** A vertical control station.
- F. **Reference datum:** Either horizontal or vertical; the basis for computation of horizontal positions and direction or the basis for computation of elevations. Horizontal datums in use within the Port of Oakland include NAD 83 (NSRS2007) within the boundaries of Oakland International Airport (OAK) and everywhere else the Port of Oakland Coordinate System which is based on CCS83 (1984.00), Zone 3, U.S. Survey Feet, as shown on Alameda County Record of Survey 990 (Book 18, Records of Survey, pages 50-60). The only vertical datum

in use with the Port of Oakland is NAVD 88. Port Vertical Datum is a legacy vertical datum that may need to be related to NAVD 88 on a project by project basis.

- G. **Primary Control:** Monuments including, but not limited to, those shown on the Federal Aviation Administration Approved Airport Control Stations, that are incorporated into the National Spatial Reference System (for Airport areas) and the Alameda County Record of Survey 990 (for all other Port areas). Primary Control Monuments serve as the “final authority” for all other survey control.
- H. **Secondary Control:** Semi-permanent control points or Monuments set by the Port Land Surveyor, the City of Oakland, other governmental agencies, or other licensed land surveyors, with locations precisely derived based upon Primary Control. The function of these control points or Monuments is to serve as an extension of the Primary Control into other Port areas.
- I. **Project Control:** Semi-permanent points set under the Responsible Charge of a licensed land surveyor before or during the design phase and adjusted to either the Primary or Secondary control to serve as local control in the area of a specific project. Generally, Project Control points may be used by the Project Surveyor to set Construction Control or Contractor’s Line and Grade points, or by the Port Land Surveyor to set Construction Control Points.
- J. **Construction Control:** Temporary points set directly from Primary, Secondary, or Project Control for the purpose of providing the Contractor efficient, reliable means to set Contractor’s Line and Grade stakes. Not all projects require Construction Control. Unless otherwise stated, the Contractor is responsible for all Construction Control, and the Port Land Surveyor will set Construction Control only at the Port’s discretion.
- K. **Contractor’s Line and Grade:** Line and grade reference points set by the Contractor’s Project Surveyor at the offset and alignment intervals that the Contractor considers necessary for performing the Work. The Contractor is responsible for setting and maintaining all Line and Grade points.

1.03 REFERENCES

The following references are incorporated into the requirements of the surveying Work. The limits and scope of these references will be as per Section 01420, *References and Definitions*.

- A. Port of Oakland Geomatics Group, *Quality Assurance Bulletins*
- B. Caltrans, *Surveys Manual*
- C. Federal Geographic Data Committee (FGDC), *Geospatial Positioning Accuracy Standards*

1.04 MONUMENT PRESERVATION PLAN

When included in the Plans, the Monument Preservation Plan will require the Contractor to preserve known Monuments at or near the Site by locating the Monuments through field surveying prior to any demolition or construction Work, recording the Monument locations in compliance with Section 8771 of the California Business and Professions Code, and then rechecking Monument locations after completing the Site construction

Work. For any Monument found to have been disturbed or destroyed as defined in Article 1.06 A 7 of this Section, the Contractor's Project Surveyor must reset the Monument as per Article 1.06 B 8 d of this Section.

1.05 SUBMITTALS

In compliance with Section 01330, *Submittals*, the Contractor must:

- A. Submit a Project Surveyor Responsible Charge Letter from the proposed Project Surveyor, indicating their employment by or contract with the Contractor and designation as the licensed land surveyor of Responsible Charge for this Project. This letter must be signed by and bear the professional seal of the individual licensed surveyor (not the company nor or employer) designated by the Contractor to serve as the Project Surveyor. The Contractor must submit this letter prior to commencement of any surveying Work. The Port Land Surveyor will review the letter for compliance and acceptance. The Project Surveyor may not commence the surveying Work until the letter has been accepted in writing by the Port. The requirement to submit a Project Surveyor Responsible Charge Letter may be waived by the Port, at its discretion.
- B. If the Contractor's Project Surveyor establishes a GPS Base Station for machine control or other surveying or construction uses, submit a GPS Base Station Report, including a description of methods used and calculations must be submitted in an electronic format acceptable to the Port Land Surveyor.
- C. If a Project Monument Preservation Plan is included in the Work, submit evidence of locating and referencing the Monuments, including copies of Corner Records or Records of Survey (which the Contractor must also submit to the Alameda County Surveyor's Office) and results of any other field pre-construction verification measurements.
- D. If compliance with a Project Monument Preservation Plan is included in the Work, submit the results of the field post-construction verification measurements.
- E. If any Monument is found to be disturbed or destroyed as defined, submit all required evidence of resetting or replacing monuments and of filing updated Corner Records or Records of Survey as required by State law.

1.06 ROLES AND RESPONSIBILITIES

A. PORT LAND SURVEYOR ROLE

Unless otherwise specified, the Port Land Surveyor's role includes the following:

- 1. Field Verifying Primary Control, Secondary Control, and all other Monuments: For this Project, the Port Land Surveyor has reviewed the Site for any existing Primary Control, Secondary Control, and all Monuments for their accuracy and condition. These Monuments are as shown on the survey control drawings within the Plans.
- 2. Developing a Project Monument Preservation Plan: The Architect/Engineer has reviewed the Site and determined whether any Monuments may be destroyed, and with the Port Land Surveyor, has

determined the requirements for any replacement of those Monuments. If the Port Land Surveyor determined that Monuments may need to be replaced, a Project Monument Preservation Plan prepared by the Port Land Surveyor will be included on the Plans.

3. Developing Project Survey Control Diagram: The Port Land Surveyor has set any Project Control as required for this Project, and as shown on the Survey Control Diagram included in the Plans.
4. Acting as Project Technical Liaison: As directed by the Engineer, the Port Land Surveyor or designee will serve as the technical liaison between the Contractor and the Engineer regarding issues related to field surveying.
5. Reviewing the Contractor's Surveying Submittals: The Port Land Surveyor will review the Contractor's surveying submittals for completeness and accuracy.
6. Reviewing and Inspecting Monument Reset by the Contractor: For Monuments reset by the Contractor, either as part of the Project Monument Preservation Plan or to replace Monuments that the Contractor has otherwise disturbed or destroyed, the Port Land Surveyor will review and inspect the Contractor's work in replacing those Monuments.
7. Determining Monument Disturbance: The Port Land Surveyor will determine if a lost or disturbed Monument must be reset or replaced, upon discovery or notification of the possible loss or disturbance of any Monument under the Contractor's care and responsibility. Disturbance of a Monument is defined as the physical movement or injury to the Monument disk, post or pin to the extent that it no longer occupies its original position, that it becomes unstable, or that it is no longer usable or accessible.

B. CONTRACTOR RESPONSIBILITIES

The Contractor is responsible for the following:

1. Retaining a Professional Land Surveyor: The Contractor must employ or contract with a licensed land surveyor to serve as the Project Surveyor.
2. Reviewing the Site: The Contractor and the Project Surveyor must review the Project Site, the Plans, and any additional information and familiarize themselves with the location and character of any Primary or Secondary Monuments as well as any Project Control set by the Port Land Surveyor. The Contractor must report any discrepancies, omissions, or errors observed to the Engineer.
3. Checking Project Control Points: The Contractor and the Project Surveyor must comply with, check, and verify the internal integrity of the Project Control, and must notify the Engineer of any apparent discrepancy prior to use for layout of Contractor's Line and Grade points.

4. Executing all Elements of the Project Monument Preservation Plan: The Contractor must comply with all elements of the Project Monument Preservation Plan, as required, and must direct the Project Surveyor to perform all surveying work described in this Section, elsewhere in the Project Manual, and on the Plans.
5. Preserving and Perpetuating Project Control: The Contractor must preserve and protect the Project Control for the duration of the Work. Any re-survey of Project Control during that phase of construction will be performed by the Port Land Surveyor at the Contractor's expense, and at the direction of the Engineer. The Port will deduct these expenses from any monies due or to become due to the Contractor.
6. Setting and Maintaining the Construction Control and Contractor's Line and Grade: The Contractor must have a licensed land surveyor perform all survey layout work, defined above as Contractor's Line and Grade. The Project Surveyor shall set Construction Control and Line and Contractor's Grade points from the Project Control points shown on the Project Survey Control Drawing included in the Plans, and shall also preserve and protect that control during the term of the Project. The Project Surveyor shall set these points with precision and methods commensurate with the tolerances required to complete the Work in strict compliance with the Plans and Technical Specifications.
7. Reporting Discovered Monuments: If the Contractor discovers any additional Monuments within or adjacent to the Project Site, the Contractor must immediately report these Monuments to the Engineer. The Port Land Surveyor will then review the condition of such Monuments and survey or verify their locations. Following this investigation, the Port will notify the Contractor of the results. Any Monuments which are newly discovered at the Site and verified by the Port Land Surveyor will be considered as being under the Contractor's care and responsibility.
8. Preserving and Protecting Monuments: The Contractor is responsible for preserving and protecting Monuments from damage during the construction Work or any related activity.
 - a. In the event that the Contractor finds it necessary to destroy or disturb any Monument other than a Project Control during the course of construction, the Contractor must notify both the Engineer and the Port Land Surveyor in advance of the necessary destruction or disturbance. The Contractor must provide such notification in writing not less than three (3) working days, but no more than fourteen (14) working days prior to the anticipated destruction or disturbance.
 - b. If the Port Land Surveyor determines that a Monument may be destroyed, the Contractor must, at the time of destruction, salvage the disk and any casting and cover and deliver them to the Engineer. In the event that an existing casting (frame and cover) is not salvaged, the Contractor must provide a replacement to the Engineer, in accordance with the Port's Monument Standard

Drawing (available at the Contractor's request), at no cost to the Port.

- c. If, after 15 working days from the date of notification of destruction or disturbance, the Monument remains undamaged and undisturbed, then the Contractor's activity shall be considered as not affecting the Monument. The Contractor must then re-submit advance written notification if future activities again threaten the Monument.
- d. If a Monument is destroyed or disturbed by actions of the Contractor or by the Contractor's negligence in protecting Monuments within the Site, and the Monument is not designated for removal under the Project Monument Preservation Plan, then the Contractor must, through its Project Surveyor, reset the Monument at its original location, and file a record of the new Monument with the County Surveyor, in compliance with Section 8771 of the California Business and Professions Code. If the Contractor does not reset the Monument in a timely manner, the Contractor must compensate the Port for the costs of replacing the destroyed or disturbed Monument. For the purpose of this Contract, the compensation for each destroyed or disturbed Monuments is the greater of Four Thousand Dollars (\$4,000.00) or the actual documented replacement costs to the Port. This charge will be deducted from any monies due or to become due to the Contractor.

PART 2 – PRODUCTS

Not applicable to this Section.

PART 3 - EXECUTION

Not applicable to this Section.

END OF SECTION

SECTION 01725

PRESERVATION OF PROPERTY

PART 1 - GENERAL

1.01 SUMMARY

This Section includes requirements for protecting existing improvements and facilities that are not intended to be removed, from injury or damage, and also includes requirements for providing suitable safeguards during construction. For additional provisions regarding protection of work, persons and property and regarding responsibility of the Contractor and indemnification, see Document 00700, *General Conditions*.

PART 2 - PRODUCTS

Not applicable to this Section.

PART 3 - EXECUTION

3.01 PRESERVATION OF FACILITIES

The Contractor must:

- A. Protect existing improvements and facilities on or adjacent to the Project Site, including, but not limited to, structures, pavements, monitoring wells, light standards, utilities, fences, and appurtenances that are not scheduled for removal. The Contractor must promptly repair, at Contractor's sole cost, any damage to such existing improvements and facilities caused by Contractor's operations during the course of the Project. Any such repair must be performed at the direction and to the satisfaction of the Engineer.
- B. Protect improvements and facilities constructed during the course of the Project. The Contractor must promptly repair, at the Contractor's sole cost, all damage to such Project improvements and facilities caused by Contractor's operations. Any such repair must be performed consistent with the applicable requirements of the Plans and Specifications, and at the direction and to the satisfaction of the Engineer.
- C. In performing the Work, exercise due care and caution necessary to avoid damage to or impairment of the use of any existing utility lines which are to remain in service. The Contractor must immediately repair any damage to existing utility lines caused by the Contractor's operations to their original condition and appearance, and at the Contractor's sole expense.
- D. Exercise care in the use of all access roads and promptly repair any damage caused by Contractor's operations to the satisfaction of the Engineer and any agency having jurisdiction over the road. Do not track mud onto roads.

- E. Prior to commencement of the Work, prepare and submit plans for Engineer's approval to protect existing or new improvements and facilities as required elsewhere in these Contract Documents.

3.02 PRESERVATION OF VEGETATION

The Contractor must:

- A. Protect all trees and other vegetation that are not scheduled for removal.
- B. At Contractor's sole expense, promptly replace existing trees, shrubs, and other plants, that are not scheduled for removal, but are injured or damaged by the Contractor's operations.
 - 1. The Engineer may require the Contractor to hire a licensed landscape architect to evaluate plant damage, ensure quality plant replacement, and to oversee installation and irrigation, also at Contractor's sole expense.
 - 2. The Contractor must replace all damaged or removed vegetation to a pre-existing or equal condition. Replacement plants must be the same species and size as the plants being replaced, unless the Contractor and Engineer agree to the substitution of alternative species or sizes of plants.
 - 3. As necessary, the Contractor must adequately irrigate replacement plants to ensure their survival and healthy growth.
 - 4. Tree and shrub replacement size and condition must be adequate to ensure healthy vegetation replacement, subject to acceptance by the Engineer. In any case, root bound plants are not acceptable as replacements, nor are plants not sufficiently developed for planting.
 - 5. Ground cover plants must be replaced with plants sized and placed to provide appropriate density as determined by the Engineer.
 - 6. As an alternative to planted ground cover, the Engineer may accept appropriate seeding and irrigation.
- C. Remove damaged or dead plants and dispose of them at a green waste recycling facility. The Contractor may deliver green waste material at the Port's Materials Management Site if it is available. At the option of the Contractor, removed trees and shrubs may be reduced to chips. If required by the Port such chipped material must be spread within the Project limits at locations designated by the Engineer.
- D. Replacement planting of injured or damaged trees, shrubs, and other plants must be completed within 14 calendar days after the damage has occurred, unless otherwise directed by the Engineer.

END OF SECTION

SECTION 01770
CONTRACT CLOSEOUT

PART 1 GENERAL

1.01 SUMMARY

This Section describes contract closeout procedures.

1.02 RELATED SECTIONS

- A. Document 00650, *Contractor's Release of Claims*
- B. Document 00655, *Contractor's Certification of Completion*
- C. Section 01780, *Project Record Documents*

1.03 REFERENCES

The terms "Substantial Completion," "Final Completion," and "Final Acceptance" are defined in Section 01420, *References and Definitions*.

1.04 SUBSTANTIAL COMPLETION PREPARATION

The Contractor must complete the following prior to requesting Port inspection for Substantial Completion:

- A. Substantially Complete all Work described in Section 01100, *Summary of Work*, to the standards specified in the Contract Documents.
- B. Remove any and all temporary Materials, equipment, and services.
- C. Clean and repair any and all damage caused by installation or use of temporary facilities to restore any damaged property to its pre-construction condition.
- D. Restore permanent facilities used during construction to their pre-construction condition unless otherwise specified.

1.05 SUBSTANTIAL COMPLETION

- A. When the Contractor considers the Work, or a designated portion thereof, to be Substantially Complete, the Contractor must notify the Engineer in writing.
- B. Following Contractor's written notice of Substantial Completion the Port will inspect to determine whether the Work is Substantially Complete to the Port's satisfaction. At the Port's discretion, the Engineer may arrange to meet with the Contractor at the Site to examine the completed Work with any tenants, Port revenue division representatives, or other interested parties, and or to develop a punch list for items to be completed or corrected prior to Final Completion.
- C. The Contractor must start up and run manufactured units, equipment, and systems as required in the Technical Specifications for periods prescribed therein as part of the Work required to meet Substantial Completion requirements.

- D. If the Port determines that the Work, or the designated portion thereof, is not Substantially Complete, the Port will notify the Contractor in writing, listing all defects and omissions that must be corrected to achieve Substantial Completion.
- E. After completing and listed deficiencies as noted in Article 1.04 D above, the Contractor must again notify the Engineer in writing requesting reinspection for Substantial Completion. The Port will reinspect the Work, and if any of the deficiencies previously noted have not been corrected to the Port's satisfaction, the Contractor must pay the Port's costs for the reinspection. The Engineer will furnish the Port's labor rates to the Contractor upon the Contractor's request.
- F. When the Port concludes that all Work, or a designated portion thereof, is Substantially Complete, the Port will issue a Certificate of Substantial Completion, which may be accompanied by the punch list. The punch list may include the Port's estimated cost to correct each punch list item if not timely corrected by the Contractor, as well as the date by which each punch list item must be corrected to the Port's satisfaction. If the Contractor fails to satisfactorily correct a punch list item within the specified time, the Port may withhold from release of retention up to 150% of the estimated amount of the Port's cost to correct the item.

1.06 FINAL CLEANING

The Contractor must employ skilled workers to perform all final cleaning prior to final inspection, including, but not limited to the following:

- A. Clean interior and exterior surfaces exposed to view; remove temporary labels, stains and foreign substances; polish transparent and glossy surfaces; and vacuum carpeted and soft surfaces.
- B. Clean equipment and fixtures to a sanitary condition; clean or replace filters of mechanical equipment operated during construction; clean ducts, blowers, and coils of units operated without filters during construction.
- C. Clean the Site generally, including mechanically sweeping paved areas as applicable.
- D. Remove waste and surplus materials, rubbish, and construction facilities from the Site.

1.07 FINAL COMPLETION

Final Completion occurs when all of the Work is completed to the Port's satisfaction, in accordance with the requirements of the Contract Documents, and as further defined in Section 01420, *References and Definitions*. When the Contractor considers Work is Finally Complete, the Contractor must:

- A. Complete, sign, and submit Document 00655, *Contractor's Certification of Completion*, to the Port as written certification that the Contractor has performed all of the following:
 - 1. Inspected the Work for compliance with the Contract Documents, and determined that all requirements for Final Completion have been met.

2. Completed the Work, except for Contractor maintenance required after Final Completion, in accordance with the Contract Documents, and has corrected all deficiencies described in the punch list.
 3. Tested equipment and systems in the presence of the Port's representative, and confirmed that they are fully operative, as required by the applicable Specifications.
 4. Delivered all items required by the Contract to be delivered to the Port, including, but not limited to, the Project Record Documents required in Section 01780, *Project Record Documents*.
 5. Returned to the Port all personnel identification media, vehicle permits, keys, and other such items which were temporarily issued by the Port to the Contractor for use during execution of the Work.
- B. Ensure that all of the Work is complete and meets the requirements of the Contract Documents and is ready for final inspection by the Port.
1. The Port will return Document 00655, *Contractor's Certification of Completion*, noting exceptions or identifying incomplete or defective items.
 2. The Contractor must promptly remedy the deficiencies and then resubmit Document 00655, *Contractor's Certification of Completion*, when the Work is ready for reinspection.
 3. If failure to timely remedy the deficiencies operates to delay the Contract Times, the Contractor may be subject to liquidated damages for unexcused delay.
- C. Complete, execute, and deliver to the Port Document 00650, *Contractor's Release of Claims*.

1.08 FINAL ACCEPTANCE

- A. Once the Engineer has determined that all of the Conditions for Final Completion have been satisfied, the Engineer will recommend Final Acceptance of the Work as Finally Complete, subject to any express exceptions, if any.
- B. The Port may record a Notice of Completion after Final Acceptance. Final Payment and release of undisputed retention will not occur until at least 35 calendar days after recordation of the Notice of Completion or within 60 calendar days after Final Acceptance of the Work.

PART 2 - PRODUCTS

Not applicable to this Section.

PART 3 - EXECUTION

Not applicable to this Section.

END OF SECTION

SECTION 01780

PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 SUMMARY

This Section specifies the administrative and procedural requirements for Project Record Documents. The term "Project Record Documents," as used in this Section, means all of the documents identified in Article 1.02, below, and any other documentation pertaining to the completed Project which must be submitted to the Port as a condition to Final Completion.

1.02 SUBMITTALS

Between Substantial Completion and Final Completion, as per the requirements of Section 01330, *Submittals*, the Contractor shall submit the following, as a condition of Final Completion:

- A. One set of the Project Record Drawings as that term is defined below in Article 1.03 of this Section.
- B. Other Project Record Documents, including two identical sets of the following in binders in the format that the Port will provide at the preconstruction meeting:
 1. A Change Order log.
 2. Requests for Information and Requests for Substitutions logs.
 3. A Submittal log.
 4. Contact information for all Subcontractors and suppliers used for the Work, and a summary of Work performed by each Subcontractor and supplier.
 5. All closed-out permits and all special inspection results required for the permits.
 6. Copies of all operation and maintenance manuals, whether or not previously submitted and accepted.
 7. A Project warranty as per Article 1.04 of this Section.
 8. As required by the Technical Specifications, and as per Article 1.04 of this Section, final, accepted copies of special warranties for equipment, materials, or installed manufactured products.
 9. If required in Section 01100, *Summary of Work*, the Contractor must also submit a warranty or maintenance bond as a guarantee for the Contractor's warranty obligations under the Contract, in a form acceptable to the Port Attorney.

1.03 PROJECT RECORD DRAWINGS

The term "Project Record Drawings" means a complete set of the Project Plans and Shop Drawings which have been marked up to show the as-built conditions as specified in this Article 1.03. The Port will provide one set of the Plans for the Contractor's use for recording as-built conditions. The Port will also provide the format for the Project Record Drawings at the preconstruction meeting. The intended purpose of the Project Record Drawings is to provide the Port with a detailed, complete and accurate set of the Plans and Drawings depicting the Project as built, so that the Port and subsequent contractors may rely on the Project Record Drawings for use, maintenance, and subsequent development on the Project Site.

- A. Mark-up Procedure: During construction, the Contractor must continuously maintain the set of the Plans provided by the Port pursuant to the preceding paragraph, and any accepted Shop Drawings as described below.
1. Label on first page of the marked up Plans and each set of Shop Drawings "AS-BUILT" in 2 inch high printed letters.
 2. Identify on the first sheet of the Plans and each set of Shop Drawings, the person who has marked up the documents. If multiple persons mark up the Plans and Drawings, note this on the first sheet and initial each mark up. As per Article 1.03 B of this Section, the person marking the Plans and Drawings should have direct knowledge of the changes as marked.
 3. Note any changes on the Plans and Shop Drawings as the Project proceeds. As applicable, provide cross-references to Change Orders, RFIs, Field Orders and other external documentation, but do not solely rely on such cross-references where revised drawings or markings can accurately depict the changes wholly or in part.
 4. Mark the Project Record Drawings to indicate the actual location of Project elements when the installation of those elements is different from that shown on the original Contract Plans. Give particular attention to information on concealed elements which would be difficult to identify or measure and record later. At minimum, note the following as applicable:
 - a. Dimensional changes from the Plans or Shop Drawings;
 - b. Revisions to details shown on the Plans or Shop Drawings;
 - c. Depths of various elements of a foundation in relation to main floor level or survey datum;
 - d. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements;
 - e. Location of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of structure;
 - f. Locations of underground work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stubouts, invert elevations, and similar items;

- g. Locations of existing utilities and underground structures encountered including all existing, new, and rehabilitated storm drain components as required by Section 01345, *Storm Water Pollution Prevention, Erosion, and Sediment Control*;
 - h. Actual numbering and labeling of electrical circuits;
 - i. Field changes of dimension and detail;
 - j. Revisions to routing of piping and conduits;
 - k. Revisions to electrical circuitry;
 - l. Actual equipment locations;
 - m. Duct size and routing;
 - n. Changes made by Change Order; and
 - o. Construction details not on the original Contract Plans.
 - 5. Mark the Plans or Shop Drawings, whichever is the most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, provide a cross-reference note on the Plans.
 - 6. Mark Project Record Drawing sets with red erasable colored pencil except where other colors are needed to distinguish between changes for different categories of the Work at the same location.
 - 7. Mark important additional information which was either shown schematically or omitted from original Contract Plans.
- B. Responsibility for Mark-up: Where feasible, the individual or entity who obtained the information requiring changes to the Record Drawings, whether the individual or entity is the Contractor, Subcontractor, installer or similar entity, must prepare the mark-up on the Project Record Drawings.
- 1. Accurately record information using a clear and legible drawing technique.
 - 2. Record data as soon as possible after it has been obtained. In the case of concealed installations, record and check the mark-up prior to concealment.
- C. Completion of Record Drawings: Immediately after Substantial Completion, schedule a meeting to review completed marked-up Project Record Drawings with the Port and refer any instances of uncertainty to the Engineer for resolution during the review meeting. Prior to the review meeting:
- 1. Incorporate changes and additional information previously marked on print sets. Erase, redraw, and add details and notations where applicable. Identify and date each Drawing with the date of the final revisions.
 - 2. Whether or not recording any changes and additional information, organize and bind original marked-up set of prints that were maintained during the construction period into manageable sets. Bind the set with durable paper

cover sheets, with appropriate identification, including titles, dates and other information on cover sheets.

1.04 PROJECT GUARANTEE AND WARRANTIES

- A. Requirements for the Contractor's guarantee of completed Work are included in Document 00700, *General Conditions*.
- B. The Contractor must guarantee Work done under this Contract against failures, leaks or breaks, or other defects, and must perform repair work or replacement, as required, at the Contractor's sole expense, for period of one year beginning on date of Final Acceptance, unless a longer period of time is specified elsewhere in the Contract Documents for all or specific portions or components of the Work. If the Contractor is given notice of a defect within the applicable warranty period, the Contractor's duty to correct the defects will continue past the expiration of the warranty period until the defect is corrected to the Port's satisfaction.
- C. The Contractor or any company performing the warranty work at the Site must perform warranty work in accordance with all terms of this Contract, including, but not limited to, the indemnification and insurance requirements.
- D. Notwithstanding the foregoing, the Port may make repairs to defective Work, as set forth in Document 00700, *General Conditions*, without further notice to the Contractor, at the Contractor's sole expense, under either of the following circumstances:
 - 1. The Contractor fails to promptly commence or complete the required repair within seven (7) calendar days after the Port has mailed of written notice of defective work to the Contractor or authorized agent.
 - 2. In an emergency or when, in the opinion of the Port, delay would cause a risk of hazard to health or serious loss or damage. Contractor must reimburse the Port for the Port's repair cost within 30 days of the Port's request for reimbursement under this provision.
- E. If, after installation, the operation or use of Materials or equipment furnished by the Contractors proves to be unsatisfactory to the Port, the Port has the right to operate and use the unsatisfactory Materials or equipment until they can be taken out of service for correction or replacement, at a time (to be determined by the Port) which is least likely to cause loss, damage, or disrupt the Port's operations. The use of defective Materials or equipment pending correction or replacement will not decrease the guarantee period required for acceptable corrected or replaced items of Materials or equipment, or limit any extension of that guarantee period pursuant to Document 00700, *General Conditions*.
- F. None of the warranties required under the Contract Documents are intended to operate as a waiver by the Port of any rights or remedies (or time limits in which to enforce such rights or remedies) it may have under state law for patent or latent defects.
- G. When performing warranty work, the Contractor is solely responsible for all costs associated with the warranty work.

- H. Nothing in any warranty form will operate to limit the Contractor's obligations under the Contract Documents, including, but not limited to, its warranty obligations under this Section.
- I. Manufacturer's warranties must be countersigned by the Contractor. Where specified, warranties must also be countersigned by Subcontractors and installers. By countersigning warranties required from third parties, the Contractor agrees it is responsible as co-guarantor of the warranted Materials, equipment, or Work.

PART 2 - PRODUCTS

Not applicable to this Section.

PART 3 - EXECUTION

Not applicable to this Section.

END OF SECTION

