

REQUEST FOR PROPOSAL

for

Pre-fabricated Restroom Facility at Oakland International Airport Taxi Cab Lot

14-15/13



PORT OF OAKLAND

PURCHASING DEPARTMENT
530 WATER STREET
OAKLAND, CA 94607



PORT OF OAKLAND

REQUEST FOR PROPOSAL

RFP No.: 14-15/13, Pre-fabricated Restroom Facility at Oakland International Airport Taxi Cab Lot

The Port of Oakland (the "Port"), Oakland, California, through the Purchasing Department, is hereby soliciting competitive proposals for the above mentioned project. The successful Respondent will be required to furnish all labor, material, equipment, supplies, applicable taxes, insurance, bonding, and licenses to complete this project.

Proposal Information

Proposal Title	Pre-fabricated Restroom Facility at Oakland International Airport Taxi Cab Lot
Proposal Type	Goods
Proposal Number	14-15/13
Proposal Issued	October 17, 2014
Issuing Department	Engineering Department
Pre-proposal Meeting	N/A
Scheduled Publication Date	October 22, 2014
Proposal Due Date	December 9, 2014 until 11:00 a.m.

Instructions for Submitting Proposals

Submittal Address	Port of Oakland Purchasing Department Attn: Nickulaus Sioson 530 Water Street Oakland, CA 94607
Submittal Copies	One (1) Original copy clearly marked "Original" and six (6) Copies marked "Copy".
Submittal Envelope Requirements	Proposal must be <u>sealed</u> and have the following information <u>clearly marked</u> and visible on the outside of the envelope: <ul style="list-style-type: none">• Proposal Number• Name of Your Company• Address• Phone Number
Late Submittals	Proposals received after the time and date stated above shall be returned unopened to the Respondent.

How to Obtain Proposal Documents

Copies of the Proposal documents may be obtained at:

Available	Location
Yes	Port of Oakland--Purchasing Department 530 Water Street Oakland, CA 94607 Monday through Friday 9:00 AM to 4:00 PM (510) 627-1140
Yes	http://www.portoakland.com/opportunities/bidsrfpsrfqs.aspx Or navigate to the Port of Oakland's main website at: http://www.portoakland.com/ , then click on "Business" then on "Opportunities" and then on "Bids/RFPs/RFQs" to download the RFP.

Questions about the Proposal

Questions and or Requests for Information (RFI) must be submitted in writing and can be submitted by fax or email as follows:

Primary Contact	Nicklaus Sioson Fax: (510) 893-2812 Email: nsioson@portoakland.com
Question/RFI Due Date	November 6, 2014 until 4:00 p.m. Please submit questions as soon as possible. No questions regarding the specifications will be responded to after the above date. All pertinent questions will be responded to and answered in writing no later than the Response Date listed below.
Response Date	November 13, 2014 All pertinent questions will be responded to via addendum faxed (or emailed) to all prospective proposers and placed on the Port's website. Proposers who did not receive a copy of the addendum should download it from the Port's website. See the "How to Obtain Proposal Documents" section for our web address. All addenda must be acknowledged on the RFP Acknowledgement and Signature form.

Once the RFP is issued, and until a recommendation for award is made to the Board of Port Commissioners at a public Board of Port Commissioners meeting (or in cases where a recommendation for award does not require a public Board meeting, when Proposers are notified by Port staff of the recommendation for award), each Proposer and its representatives, agents, and affiliates, shall not contact members of the Evaluation Committee, Port staff or the Board of Port Commissioners to discuss or ask questions about the contents of this RFP or the selection process. All questions shall be submitted in writing as described in this RFP. Any inappropriate contact by a Proposer, its representatives, agents, and affiliates may result in the Proposers' proposal being disqualified.

Full Opportunity

The Port's policy prohibits discrimination or preferential treatment because of race, color, religion, sex, national origin, ancestry, age (over 40), physical or mental disability, cancer-related medical condition, a known genetic pre-disposition to a disease or disorder, veteran status, marital status, or sexual orientation. It is the policy of the Port of Oakland to encourage and facilitate full and equitable

opportunities for small local businesses to participate in its contracts for the provision of goods and services. It is further the Port's policy that no discrimination shall be permitted in small local business participation in Port contracts or in the subcontracting of Port contracts. The successful Respondent shall comply with the Port's non-discrimination policy.

The Port reserves the right to reject any or all proposals, to waive any irregularities or informalities not affected by law, to evaluate the proposals submitted and to award the contract according to the proposal which best serves the interests of the Port.

--John Banisadr, Purchasing Manager

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Attachments:

Title		Must Be Returned with Proposal
1	Non-Collusion Declaration	Yes
2	Statement of Equal Employment Opportunity	Yes
3	RFP Acknowledgement and Signature Form	Yes
4	Proposal Worksheet	Yes
5	Port of Oakland Non-Discrimination and Small Local Business Utilization Policy A. Chart for Submitting Data for Calculation of Preference Points B. Local Participation Questionnaire C. Monthly Utilization of Local and Small Business Enterprises D. Final Utilization of Local and Small Business Enterprises	Yes Attachment 5-A and 5-B are required with the Proposal. (Note: If you are submitting a new Certification Application for preference points, then your completed application is due 7 business days prior to the proposal due date.) Attachments 5-C and –D are required after contract award final completion of the project.
6	Non-Discrimination and Small Local Business Utilization Policy Program Affidavit	Yes
7	City of Oakland City Charter §728 Living Wage Information A. Employer Self-Evaluation for Port of Oakland Living Wage B. Certificate of Compliance—Living Wage	No (Attachment 7-A and 7-B are required after contract award.)
8	Statement of Living Wage Requirements	Yes

Title		Must Be Returned with Proposal
9	Insurance Requirements - See Professional Services Agreement, Appendix C	No
10	Insurance Acknowledgement Statement	Yes
11	Port of Oakland Owner Controlled Insurance Program (OCIP) Insurance Manual	No
12	Port of Oakland Professional Liability Insurance Program (PLIP) Manual	No
13	Port of Oakland Owner Controlled Insurance Program (OCIP) Construction Standards Safety Manual	No
14	Professional Services Agreement	No
15	Layout and Site Plans	No

I. Project Overview

The Port of Oakland ("Port") and Oakland International Airport ("OAK") seek qualified suppliers to provide and install a complete pre-engineered restroom for the taxi cab staging lot at OAK. OAK provides a staging area for taxi cab drivers receiving fares at the airport. Currently installed at the lot is a trailer, which includes a lounge and restroom facilities for the drivers as they await a fare. The maintenance requirements of the restrooms in the trailer are becoming difficult and costly and the Port would like to install a more robust solution. The Port is seeking a "turnkey" solution with the following traits:

- Robust construction
- Stainless Steel Fixtures
- Low maintenance requirements
- Adherence to all codes
- Complete design, installation and commissioning

About the Port of Oakland

The Port of Oakland was established in 1927 and oversees the Oakland seaport, Oakland International Airport, Commercial Real Estate, and 20 miles of waterfront. The Oakland seaport is the fifth busiest container port in the U.S.; Oakland International Airport is the second largest San Francisco Bay Area airport offering over 300 daily passenger and cargo flights; and the Port's real estate includes commercial developments such as Jack London Square and hundreds of acres of public parks and conservation areas. Together, through Port operations and those of its tenants and users, the Port supports nearly 70,000 jobs in the region and over 800,000 jobs across the United States. The Port is an independent department of the City of Oakland.

II. Scope of Services

A. General

The Port is seeking a complete "turnkey" restroom package to install at the taxi cab lot facility. The supplier will provide a complete package including the following:

1. GENERAL REQUIREMENTS

- a. The Supplier must hire a licensed Architect and, as necessary, licensed Engineers to prepare the Final Design Plans and any necessary geotechnical engineering. The Port will provide soil reports from adjacent projects.
- b. The Supplier must provide a complete building package including construction and installation at the site. Additional site preparation and work will be performed by others.

2. GENERAL BUILDING PERFORMANCE REQUIREMENTS

The new restroom facility must be designed and constructed so that the building:

- a. Meets all codes and other regulatory requirements including all local, state, and federal ADA requirements.
- b. Is properly secured to the site. The Supplier must ensure that the new building will include an integrated foundation or slab. If the new building does not contain an integrated foundation or slab, the Supplier must provide technical requirements and details for the construction of a new foundation or slab by Others. These details will include foundation depth, subgrade preparation requirements, building anchoring requirements, and any other details necessary for a complete building foundation.
- c. Has a minimum count of four (4) fixtures for the male restroom, and one (1) fixture for the female restroom. A fixture is defined as a toilet/water closet and/or urinal. Also includes a corresponding fixture count for lavatories/sinks as required by code. The facility must also provide separate facilities for female occupancy.

- d. Requires only minimal maintenance, and is designed and constructed so that it can be completely cleaned by hosing down the entire interior.
- e. Does not exceed differential settlement of ¼" from level in any direction within the warranty period.
- f. The building must be designed with the ability to be relocated to a new site if the Port desires. Minimal work shall be necessary for relocation of the building.
- g. The building shall be a pre-fabricated (i.e. manufactured off-site), finished product. Assembly shall be off-site to the fullest extent practical with on-site work being limited to final assembly and installation including utility connections and commissioning

3. ARCHITECTURAL PERFORMANCE REQUIREMENTS

The new restroom facility must meet the following architectural performance requirements.

- a. The entrance to the female restroom must be directly visible from the starter's booth. The design of the restroom must protect sight lines from the starter's booth to each entrance.
- b. The entrance to the female restroom must be located on the opposite side of the building as the entrance to the male restroom.
- c. Doors for both male and female restrooms must include separate locks and keys with provisions for a master key.
- d. The restroom facility must include provisions for a janitor's closet with separately keyed locks that can also be opened by the master key.
- e. The janitor's closet must include provisions for a mop basin, a hose bib, storage and shelving, lighting, and electrical outlets. The janitor's closet must provide access in between plumbing walls for maintenance.
- f. In lieu of a janitor's closet, the mechanical chase can be used to meet the requirements stated above.
- g. The floor must be concrete or equal heavy duty material, and painted with heavy duty, epoxy coating.
- h. Walls must be CMU, concrete, or equal heavy duty material, unpainted, but sealed with 5-year sealer.
- i. The doors must be heavy duty metal with factory applied paint system.
- j. Wall space must be sufficient for toilet accessories including towel dispensers, waste receptacles, feminine napkin receptacles, electric hand dryers, mirrors, coat hooks, and plumbing wall space must be sufficient to allow ease of maintenance.

4. FIXTURES AND FURNISHINGS PERFORMANCE REQUIREMENTS

- a. All fixtures and furnishings must be of proven durability that can withstand continuously use by the general public.
- b. All fixtures and furnishing must be of stainless steel or better, designed to have a high resistance to vandalism and damage, and must include tamper-proof hardware.
- c. Male restroom will include a footwash designed for religious ceremonies and customs. Footwash must be designed to have a high resistance to vandalism and damage, and must include tamper-proof hardware.
- d. Male facility will include appropriate number of urinals based on state and local codes.
- e. Faucets and foot wash shall automatically shut off after a period of inactivity.

5. INSTALLATION AND DELIVERY

- a. Upon completion of the restroom facility, the Consultant shall contact the Port for final inspection of the restroom facility prior to transportation and delivery.
- b. The supplier is responsible for the delivery of the pre-fabricated restroom facility to the site in Section C.
- c. The supplier will perform all work that is required for complete installation and functionality of restroom facility on site. This includes placement of facility on-site (this may include ensuring proper connections to foundation/slab by others if

foundation/slab is not part of the pre-fabricated restroom facility) and connection of utilities.

- d. Subgrade preparation, utility location, and site work other than what is necessary for the connection of the restroom facility to the site will be performed by others.
- e. To the extent that the installation work under the contract falls within the Labor Code definition of "public works" the Supplier will be required to comply with prevailing wage requirements with respect to workers who perform such work.

6. INSURANCE REQUIREMENTS

- a. The supplier will be required to enroll in the Port's Owner Controlled Insurance Program ("OCIP") and Professional Liability Insurance Program ("PLIP") as described in Section III, 2 below.
- b. The supplier will be required to comply with the Port's OCIP Safety Manual included as Attachment 13.

B. Submittals

The following submittals will be included with the complete restroom building package:

1. Preliminary scope of supply and design submittal including:
 - a. Plan set drawings with all footings, foundations, slab and structural details
 - b. Warranty and Limitations
 - c. All architectural details including, at minimum, proposed restroom facility colors and finishes.
 - d. Product and Materials data, and Means and Methods Information. Submit at the Port's request after the Port's review of the Final Plans and Specifications
 - e. Project site detail plan set including installation details and utility hookup locations
2. Final scope of supply and design submittal including all submittals from preliminary submittal. Final plan set drawings must be stamped by licensed California Engineer.

C. Locations of Site

The location for the delivery and installation of the new restroom facility will be:

Port of Oakland - 9070 Earhart Road, Oakland, CA 94621

D. Projected Time Line and Length of Contract

After a contract has been executed and notice to proceed given, the Port will require the following schedule met by the Supplier:

- Preliminary scope of supply and design submittal within 21 calendar days.
- Final scope of supply and design submittal within 30 calendar days of approval of preliminary submittal.
- Delivery and installation within 60 days of Final submittal approval.

The expected completion date is April 7, 2015. The length of the contract will be 1 year from contract execution.

III. Port Policy Requirements

The selected Respondent will be required to comply with the following Port Policy Requirements:

1. Non-Discrimination and Small Local Business Utilization Policy (NDSLBU):

The Port desires to maximize the participation of small local business and has instituted a Non-Discrimination and Small Local Business Utilization Policy (NDSLBU). The NDSLBU consists of two parts:

- Non-Discrimination policy which all Suppliers (Respondents) must adhere to, by providing the enclosed "Non-Discrimination and Small Local Business Utilization Policy" Program Affidavit with their proposals
- Preference points to small local businesses who qualify under the Port's definition of a small local business. In order to qualify for preference points, Suppliers (Respondents) must be either certified by the proposal due date or download a Certification Application at: <http://www.portofoakland.com/srd/> and submit it along with any supporting documentation to the Port's Social Responsibility Division seven (7) business days prior to the proposal due date.

A summary of the Port's Non-Discrimination and Small Local Business Utilization Policy is included herein as **Attachment 5**. The entire policy is available at:

http://www.portofoakland.com/pdf/responsibility/ndslbu_policy.pdf

Suppliers already certified with the Port do not need to submit proof of certification, but still need to check the Port's certification database at: <http://www.portofoakland.com/srd/> to ensure their certification has not expired and must fill out the Chart for Submitting Data for Calculation of Preference Points (**Attachment 5-A**), and the Local Participation Questionnaire (**Attachment 5-B**), and submit them with your proposal. All Suppliers (Respondents) must still provide proof of adhering to the Port's Non-Discrimination policy by submitting the NDSLBU Program Affidavit.

A copy of the Port-certified Small Local Business Enterprises can also be downloaded at: <http://www.portofoakland.com/srd/>

For questions or assistance regarding NDSLBU, contact Ms. Connie Ng Wong, Contract Compliance Officer, (510) 627-1390, at the Port's Social Responsibility Division, or fax requests to (510) 451-1656.

2. Insurance Requirements:

All Respondents who plan on submitting a proposal in response to this RFP must meet the Port's Insurance requirements listed in the Professional Services Agreement, Appendix C - **Attachment 14**, and must provide proof of insurance at the time of project award. Note that the Respondent and any of its independent contractors will be required to enroll in the Port's Owner Controlled Insurance Program ("OCIP") and Professional Liability Insurance Program ("PLIP") as described in the Professional Services Agreement, Appendix C and in the OCIP Project Insurance Manual and Professional Liability Insurance Procedures Manual, **Attachments 11 and 12**. Respondents will also be required to comply with the Port's OCIP Safety Manual, **Attachment 13**. Respondents must include a statement (**Attachment 10**) with their proposal agreeing to the Port's insurances requirements and indicate they will be able to obtain the proper insurances and enroll in OCIP and PLIP at the time of project award.

3. Living Wage Policy:

On March 5, 2002, the voters in the City of Oakland passed Measure I, adding to the City Charter Section 728 ("§728") entitled "Living Wage and Labor Standards at Port-assisted Businesses." §728 requires Port Aviation and Maritime businesses that meet specified minimum threshold requirements to pay all nonexempt employees a Living Wage rate established by City Ordinance and adjusted annually based on the Consumer Price Index for the San Francisco, Oakland, and San Jose area. The current Living Wage rate as of July 1, 2014 is at least \$12.27 with credit given to the employer for the provision to covered employees of health benefits, and \$14.10 without credit for the provision of health benefits. Specifically, §728 applies to Port contractors and financial assistance recipients with the Aviation or Maritime divisions that have contracts worth more than \$50,000 and that employ more than 20 employees who spend more than 25% of their time on Port-related work. §728

also provides covered employers with incentives to provide health benefits to employees, establishes a worker retention policy, requires covered employers to submit quarterly payroll reports and requires covered employers to allow Port representatives access to payroll records in order to monitor compliance and labor organization representatives access to workforces during non-work time and on non-work sites. Covered employers are responsible for complying with the provisions of §728 from the date the covered contract is entered into. When a contract is awarded, the Respondent will be required to fill out the attached Employer Self-Evaluation for Port of Oakland Living Wage Form **(see Attachment 7-A)** and Certificate of Compliance—Living Wage **(see Attachment 7-B)** and return them to the Social Responsibility Division. (i.e., do not include these forms in with your proposal). For more information, please call Connie Ng-Wong in the Port of Oakland's Social Responsibility Division at (510) 627-1390.

Respondent shall acknowledge reviewing the Port's Living Wage program and compliance, by submitting the Statement of Living Wage Requirement **(Attachment 8)** with their proposal.

4. Prevailing Wages License and Sub-contracting Requirements:

Respondent submitting a proposal for a "public works" project (defined below) are required to pay prevailing wages pursuant to California Labor Code, Section 1720, et seq, and to abide by all subcontracting and subletting practices as defined by California Public Contract Code section 4100 et seq., and to abide by any Contracting Licensing requirements as defined by California Business and Profession Code. All Contractors performing work on Port property are required by law to be licensed and regulated by the Contractors State License Board.

California Labor Code Section 1720, (a)(1) provides that the term "public works" means:

Construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds, except work done directly by any public utility company pursuant to order of the Public Utilities Commission or other public authority. For purposes of this paragraph, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

General prevailing rate of per diem wages in the locality in which the work is to be performed for each craft, classifications or type of worker needed to execute the contract, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes is available at the Department on Industrial Relations Internet site accessible at http://www.dir.ca.gov/DLSR/statistics_research.html.

The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work shall be at least time and one half.

It shall be mandatory upon the contractor to whom the contract is awarded, and upon any subcontractor under him, to pay not less than the specified rates to all workers employed by them in the execution of the contract. It is the contractor's responsibility to determine any rate change, which may have or will occur during the intervening period between each issuance of published rates by the Director of Industrial Relations.

5. Web-Accessed Monitoring System (WAMS)

The Port has adopted an electronic monitoring system to satisfy certain certified payroll reporting requirements. The successful proposer will be required to utilize WAMS to satisfy said requirements. Weekly certified payroll reports must be input into the Port of Oakland's Web Accessed Monitoring System (WAMS) within one (1) week after a subject payroll date. All firms are required to register with Hill International's subsidiary (MyLCM Solutions Inc.) to submit certified payroll reports. Instructions for using MyLCM will be given to the selected proposer.

6. Maritime and Aviation Project Labor Agreement (MAPLA):
The Port has entered into a Maritime and Aviation Project Labor Agreement (MAPLA) with the Building and Construction Trades Council of Alameda County, AFL-CIO that covers all capital construction in the Port area, whether funded by the Port or by tenants. MAPLA is included as Document 00823 in the Port's Standard Contract Provisions manual for public works projects, which can be downloaded in PDF format from the Port's website at: <http://www.portofoakland.com/business/standard.asp>. MAPLA has resulted in a Substance Abuse Prevention Policy on drug testing (Document 00824), a Social Justice Labor Management Cooperation Trust Fund (Document 00825), and requirements for Utilization of Off-Site Apprentice Work Force (Document 00826). MAPLA will apply to the construction aspects of this project.
7. Port's Standard Professional Services Agreement:
Submission of a proposal will confirm that the proposer fully understands the provisions of the Port's Professional Services Agreement and will execute such agreement if awarded the contract. Any objections to any provisions in such contract must clearly be identified in your proposal. Changes are discouraged.

IV. Submission Requirements

Please respond to the following nine (9) submission requirements in a straightforward, concise delineation of your capabilities proposed to satisfy the requirements of the RFP. The Port will use your responses to objectively determine your capabilities and experience. Please label your responses 1 through 9, in the order presented below. Please limit your total response to the number of pages indicated below (excludes the required attachment forms provided with this RFP).

Submittal Format:

Responses may not be longer than 18 pages (one sided or 9 pages double sided), printed on 8 1/2" x 11" paper and formatted in no smaller than 10 point font. Each section shall be labeled according to the sections below. All submitted material must be bound with only **one staple or binder clip** in the upper left corner. Please no binders or any other type of binding. Submittals must be able to fit into a 9 x 11.5 inch folder.

1. Company Information: Provide the name of your company (including the name of any parent company), business address, email address, Federal Tax ID number, telephone and fax numbers, and names and titles of key personnel and a brief history of your company. Provide a brief statement of who is authorized to submit the proposal on the behalf of your firm. Please make sure that person signs and dates the statement.

2. Knowledge and Experience: Provide relevant information about your company's knowledge and experience, including a list of three or more projects (in similar size and scope to this RFP), with brief descriptions that demonstrate your experience.

3. Clients of Successful Installations: Provide names, addresses and contact information for three (3) current clients where installations similar to the work described in this document have been performed. Provide the size and scope of each project and a brief description of the projects. Include length of time each facility has been in service and photographs and/or videos of the installation in its current state. Please make sure all contact information is current. By providing such information, you authorize us to contact such clients.

4. Plan and Approach: Provide an overview describing the general approach, scope of services, and methodology of your firm's ability to fulfill the general functions required in this RFP. In addition, please include detailed information for each category outlined below:

- a. General Requirements:
 - i. Names and license numbers of the licensed architects and/or engineers preparing the plans.

- ii. Names and license numbers of the licensed building contractors installing the restroom.
 - iii. Details on what is to be included with the completed package and what site work needs to be preformed by others.
- b. General Building Performance Requirements:
 - i. Local, state and federal codes used in design.
 - ii. Required foundation type and method of securing building to foundation.
 - iii. Design Occupancy.
 - iv. Maintenance requirements.
 - v. Method for future relocation (if possible).
 - vi. Foundation/slab details or site preparation details.
- c. Architectural Performance Requirements
 - i. Sketches or drawings with dimensions showing the proposed layout of the restroom.
 - ii. Schedule of items to be installed and/or included with the restroom including model numbers and material details.
 - iii. Floor, wall and roof materials, coatings, and other related information.
- d. Fixtures and Furnishings Performance Requirements:
 - i. Schedule of fixtures to be installed including type and model information.
- e. Installation and Delivery
 - i. Method of Delivery
 - ii. Scope of work for installation on site
- f. Schedule
 - i. Details on schedule from notice to proceed including product lead time, submittal approval times, construction time, and delivery time.

5. Proposed Costs: Provide your cost for the proposal on the Proposal Worksheet and attach any proposed fee schedules. It is important that you provide your fee schedule so that Port can evaluate your proposal. Your proposal must include:

- Equipment, Material and/or Optional costs, divided into line items, for the restroom to be supplied
- Delivery Costs
- Installation and Commissioning Costs
- Factory Acceptance and Inspection Costs
- A total not-to-exceed cost for the supply and installation of the restroom

6. Debarment: Provide a written statement that your company has not been debarred from providing services to any State or Federal Agency within the last five (5) years. Sign and Date your statement. If your firm has been debarred, you will need to provide background information and reason for the debarment. Provide the name and contact information for the agency that debarred your firm. The Port must review the reason and duration for the debarment before it can determine if your firm can be considered for this project.

7. Litigation Information: Provide information describing any litigation, arbitration, investigations, or any other similar actions that your company, the principals, the directors, and employees have been involved in during the last five (5) years relating to your company's services. Please list the information in chronological order and provide any reason and background information on the action. The Port will review the reason and timing of the action before it can determine if your firm can be considered for this project.

8. Port Policy Requirements: Provide documentation to support the policy requirements listed in the Section III (Port Policy Requirements). Any exceptions to the Port's Professional Services Agreement must be clearly set forth in your proposal.

9. Required Forms: The Respondent must fill out all forms included in the RFP (listed in the attachments section) and return them with your proposal. Failure of the Respondent to provide any information requested in the RFP may result in rejection for non-responsiveness.

V. Evaluation Criteria

Prior to contract award, the Port must be assured that the Respondent selected has all of the resources required to successfully perform under the contract. This includes, but is not limited to, personnel with skills required, equipment/materials and financial resources sufficient to provide services called for under this contract. If during the evaluation process, the Port is unable to assure itself of the Respondent's ability to perform under the contract, if awarded, the Port has the option of requesting from the Respondent, any information that the Port deems necessary to determine the Respondent's capabilities. If such information is required, the Respondent will be notified and will be permitted five (5) working days to submit the requested information.

In awarding the contract, the Port will evaluate a number of factors in combination. Please make sure you have submitted responses to all items listed in the Submission Requirements section, as your responses will be evaluated based on the weights listed below.

A. Evaluation Weights

Item	Criteria	Weights
1	<u>Company Information, Knowledge and Experience</u> Respondent's knowledge and experience in providing pre-engineered restroom products as evidence from your response to items 1, 2, 3, 6 and 7 of Submission Requirements section.	15%
2	<u>Plan and Approach</u> As evidenced from your response to item 4.a – 4.e of Submission Requirements section.	25%
3	<u>Schedule</u> As evidenced from your response to item 4.f of Submission Requirements section.	10%
4	<u>Proposed Costs</u> As evidenced from your response to item 5 of Submission Requirements section, and as provided on the Proposal Worksheet.	30%
5	<u>Port Policy Requirements and Required Forms</u> Does your firm adhere to the Port's Non-Discrimination Policy? And has your firm submitted all the Policy requirements and forms listed in items 8 and 9 of Submission Requirements section?	5%
6	<u>Non-Discrimination Small Local Business Utilization Policy</u> Does your company meet the Port's definition of Small Local Business? The Port will evaluate companies that have provided substantiating documentation to prove they meet the Port's definition of Small Local Business, and award qualifying companies up to the maximum 15 points.	15%
	Total	100%

B. Selection Procedure:

All proposals received by the deadline which meet the RFP's requirements will be presented to the evaluation committee comprised of Port of Oakland staff and possibly external members. The evaluation committee will evaluate the proposals and score all submissions according to the evaluation criteria above. The selection process may include interviews (at the discretion of the evaluation committee) for the top scoring submissions. If interviews are to take place, the Port will notify the top scoring Respondents. Interview details and scoring requirements will be provided to selected Respondents prior to the interviews.

VI. Additional Provisions

The terms "Company", "Consultant", "Contractor", "Proposer", "Respondent", "Seller", "Supplier", and "Vendor" whenever appearing in this RFP or any attachments, are used interchangeably to refer to the company or firm submitting a proposal in response to this RFP.

A. Port's Legal Name and Jurisdiction

The Port of Oakland (the "Port") is legally known as the City of Oakland, a Municipal Corporation, Acting by and through its Board of Port Commissioners. The Port is an independent department of the City of Oakland. The Port has exclusive control and management of all Port facilities and properties. Port facilities and properties consist of marine terminals, a railway intermodal terminal and container storage areas (collectively, the "Seaport"); the Oakland International Airport (the "Airport"); and commercial and industrial land and properties (collectively, "Commercial Real Estate"); and other recreational land, other land, undeveloped land, and water areas, all located in Oakland, CA. The Port issues Purchase Orders under the name Port of Oakland.

B. Ownership of Proposal

All rights to information developed, disclosed, or provided in a Proposal and its attendant submissions are the property of Port, unless a Respondent makes specific reference to data that is considered proprietary. To the extent that a Respondent does not make specific reference to data that is considered proprietary, submission of an RFP constitutes the Respondent's express (a) grant and assignment of a perpetual, transferable (in whole or in part), non-exclusive royalty-free license to the Port for copyright, patent, or other intellectual property right (collectively referred to as "intellectual property"), and (b) agreement that the Port may use any such intellectual property without charge for any lawful purpose in connection with other Port development projects, including without limitation the creation of derivative works and issuance of sublicenses.

C. Public Records Act

Per the Public Records Act (Gov. Code 6250 et seq.), the Port may be obligated to make available to the public the submitted proposal and all correspondence and written questions submitted during the Request for Proposal process. However, such disclosure shall not be made prior to the date on which the Port publishes a final Board agenda report recommending award of the contract. Any trade secrets or proprietary financial information, which a Respondent believes should be exempted from disclosure, shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections shall not be permitted and shall be invalid. The specific information must be clearly identified as such.

The Port reserves the right to independently determine whether any document is subject to disclosure and to make such information available to the extent required by applicable law, without any restriction.

D. Indemnification

If Respondent is selected to receive a contract, it will be required to agree to the indemnification clause contained in the Professional Services Agreement. **See Section 5** of the Professional Services Agreement (**Attachment 14**).

E. Reimbursable Expenses

All expenses incidental to performing Basic Services including, but not limited to, reproduction of documents and other materials associated with Respondent's deliverables and presentation materials; reproduction of construction contractor's submittals; reproduction of Design Completion submittals; transportation and subsistence; telephone, computer, facsimile, or other similar costs; and the like, shall be included within the Contract Price.

F. Port's Right to Modify

Respondents are advised that the Port has not incurred any obligations or duties in soliciting this Request for Proposals. The Port reserves the right to reject any or all proposals

submitted in response to this RFP; to request additional information or clarification of information submitted; to cancel or modify, in part or in its entirety, this RFP; to request new RFPs or pursue any other means for obtaining the desired services; to waive any informalities or minor irregularities in the RFP, and other inconsequential deviations from the RFP's requirements. The Board of Port Commissioners retains the right to award this project in part or in total to the Respondent(s) of its choice, and to decide to undertake the project or to terminate the project at any time prior to approval of a formal contract.

G. Conflicts of Interest

By submitting a proposal, the Respondent represents that it is familiar with Section 1090 and Section 87100 et seq. of the Government Code of the State of California, and that it does not know of any facts that constitute a violation of said sections in connection with its proposal. Respondent also represents that its proposal has completely disclosed to the Port all facts bearing upon any possible interests, direct or indirect, which Respondent believes any member of Port, or other officer, agent or employee of Port or any department presently has, or will have, in any agreement arising from this RFP, or in the performance thereof, or in any portion of the profits there under. Willful failure to make such disclosure, if any, shall constitute ground for rejection of the proposals or termination of any agreement by Port for cause. Respondent agrees that if it enters into a contract with the Port, it will comply with all applicable conflict of interest codes adopted by the City of Oakland and Port of Oakland and their reporting requirements.

H. Cost of Preparing a Response

All costs for developing a response to this RFP and attending any proposal meetings or selection meetings are entirely the responsibility of the Respondent and shall not be chargeable to the Port.

I. Law Compliance

The Respondent must comply with all laws, ordinances, regulations and codes of the Federal, State, and Local Governments, which may in any way affect the preparation of proposals or the performance of the contract.

J. Respondent's Relationship

The Respondent's relationship to the Port shall be that of independent contractor and not deemed to be agent of the Port.

K. Proposal Considerations and Legal Proceeding Waiver

The Port has absolute discretion with regard to acceptance and rejection of proposals. In order to be considered the party submitting a proposal waives the right to bring legal proceedings challenging the Board of Port Commissioners choice of the award.

L. False Statements

False statements in a proposal will disqualify the proposal.

M. Taxes

The Respondent will be responsible for all Federal, State, and Local taxes.

N. Grade of Service

The Respondent must provide professional service and maintain appropriate personnel to provide expedient and courteous service.

O. The Respondent's Liability

The Respondent shall be responsible for any and all damages to the Port's premises resulting from the negligent acts or willful misconduct of the Respondent's agents or employees.

P. Amendments

The Port may, at its sole discretion, issue amendments to this RFP at any time before the time set for receipt of proposals. The Respondents are required to acknowledge receipt of any

amendments (addenda) issued to this RFP by acknowledging the Addendum in the space provided on the RFP Acknowledgement and Signature Form. The Port shall not be bound by any representations, whether oral or written, made at a pre-proposal, pre-contract, or site meeting, unless such representations are incorporated in writing as an amendment to the RFP or as part of the final contract. All questions or requests for clarification concerning material terms of the contract should be submitted in writing for consideration as an amendment.

Q. Withdrawal or Modification of Offers

The Respondent may modify or withdraw an offer in writing at any time before the deadline for submission of an offer.

R. Acceptance

Any offer received shall be considered an offer which may be accepted or rejected, in whole or in part, by the Port based on initial submission with or without discussions or negotiations.

S. Representations

No representations or guarantees of any kind, either made orally, or expressed or implied, are made with regard to the matters contained in this document, including any attachments, letters of transmittal, or any other related documents. The Respondent must rely solely on its own independent assessment as the basis for the submission of any offer made.

T. Award Consideration

The Port shall not be bound to accept the lowest-quote fee and will award the contract (if any) to the company/firm selected through the competitive process (and any subsequent interviews) outlined in this RFP.

U. Contract Termination

The Port may terminate the agreement (and or contract) with the Respondent on thirty days notice for the failure of the Respondent to comply with any term(s) of the agreement/contract between the Port and the Respondent.

V. Protest Procedures

Any party that has timely submitted a responsive proposal may file a protest of award in accordance with the provisions set forth below:

1. Any protest must be submitted in writing to John Betterton, Secretary of the Board, by 5:00 p.m. of the fifth (5th) business day following publication of the identity of the apparent successful proposer (or of notice of intended award, if such notice is issued).
2. The protest must include the name, address and telephone number of the person representing the protesting party.
3. The initial protest document must contain a complete statement of the basis for the protest, including in detail, all grounds for protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the protest; any matters not set forth in the written protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence.

Any protest not conforming to the foregoing shall be rejected by the Port without recourse.

Provided that a protest is filed in strict conformity with the foregoing, protests shall be heard initially by the Executive Director, or his/her designee, who shall issue a written report and a recommended disposition of the protest, including written findings of fact and any conclusions of law. The Board of Port Commissioners (Board) may then ratify the Executive Director's (or his/her designee's) recommendations or conduct such further review of the protest, as the Board may determine. The Board will render a final determination and disposition of a protest by taking action to adopt, modify or reject the disposition of a protest. Action by the Board relative to a protest shall be final and not subject to appeal or reconsideration by Protestor, the Port, any employee or officer of the Port or the Board of Port Commissioners.



Non Collusion Declaration

RFP No.: 14-15/13, Pre-fabricated Restroom Facility at Oakland International Airport Taxi Cab Lot

(To Be Executed By Proposer and Submitted With Proposal)

I, _____, declare as follows:

That I am the _____ of _____, the party making the attached proposal; that the attached proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of _____, 201____, at
_____, California

Signature

Authority: Public Contract Code 7106
CCP 2015.5



PORT OF OAKLAND

Statement of Equal Employment Opportunity

**RFP No.: 14-15/13, Pre-fabricated Restroom Facility at
Oakland International Airport Taxi Cab Lot**

I hereby certify that _____ (Legal Name of Respondent/Supplier/Consultant/Contractor), will not discriminate against any employee or applicant for employment because of because of race, color, religion, sex, national origin, ancestry, age (over 40), physical or mental disability, cancer-related medical condition, a known genetic pre-disposition to a disease or disorder, veteran status, marital status, or sexual orientation.

I declare under penalty of perjury under the laws of the state of California that the information I have provided herein is true and correct and is of my own personal knowledge.

Signature

Printed Name

Title

Date



PORT OF OAKLAND

RFP Acknowledgement and Signature Form

**RFP No.: 14-15/13, Pre-fabricated Restroom Facility at
Oakland International Airport Taxi Cab Lot**

The undersigned having carefully examined the location of the proposed work, the local conditions of the place where the work is to be done, the Invitation, the General Conditions, the Specifications and all of the documents for this project, proposes to enter into a contract with the Port of Oakland to perform the work listed in this RFP, including all of its component parts, and to furnish any and all required labor, materials, equipment, insurance, bonding, taxes, transportation and services required for this project in strict conformity with the plans and specifications prepared, including any Addenda, within the time specified.

Addendum Acknowledgement

The following addendum (addenda) is (are) acknowledged in this RFP: _____

Acknowledgement and Signature:

1. No Proposal is valid unless signed in ink by the person authorized to make the proposal.
2. I have carefully read, understand and agree to the terms and conditions on all pages of this RFP. The undersigned agrees to furnish the services stipulated in this RFP.

Respondent's Name and Title: _____

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____ Cell Number: _____

Contractor License # (if applicable): _____ Expiration Date: _____

Federal Tax Identification Number: _____

Authorized Signature: _____ Date: _____

Decline RFP:

We **do not** wish to submit a Proposal on this Project. Please state your reason below. Please also indicate if you would like to remain on our Supplier list.

Reason: _____

Company: _____ Address: _____

Name: _____ Signature _____ Date: _____



PORT OF OAKLAND

Proposal Worksheet

**RFP No.: 14-15/13, Pre-fabricated Restroom Facility at
Oakland International Airport Taxi Cab Lot**

The Proposal Work Sheet is a template you may use or adapt for your Cost Proposal.

A. Basic Requirements:

Item	Description	Unit	Quantity	Total Cost
1	Base Cost for Pre-fabricated Restroom	Lump Sum	1	\$
2	Factory Acceptance Cost	Lump Sum	N/A	\$
3	Delivery Cost	Lump Sum	N/A	\$
4	Installation and Commissioning Cost	Lump Sum	N/A	\$
Total Proposed Cost				\$

B. Optional Equipment:

Additional Cost for Optional Equipment (Please specify and add lines if needed)

Item	Description	Unit	Quantity	Total Cost
1				\$
2				\$
3				\$
Total Optional Cost				\$

Note: Optional equipment includes items not included as part of the supplier's standard package or in the base cost. This may include different fixtures, building materials, and/or any additional equipment or materials necessary to meet the performance requirements for the restroom facility.

Respondent : _____ **Title:** _____

Company Name: _____

Signature: _____ **Date:** _____



Non-Discrimination: Port of Oakland (Port) policy prohibits discrimination or preferential treatment because of race, color, religion, sex, national origin, ancestry, age (over 40), physical or mental disability, cancer-related medical condition, a known genetic pre-disposition to a disease or disorder, veteran status, marital status, or sexual orientation.

Local Business Utilization: On October 7, 1997, the Board of Port Commissioners initiated a formal policy to encourage full participation of firms from its Local Business Area ("LBA"), the counties of Alameda and Contra Costa, particularly those in its Local Impact Area ("LIA"), in its work. The LIA includes the cities of Oakland, Alameda, Emeryville and San Leandro. The LBA includes all cities within the counties of Alameda and Contra Costa. The Port will also take into consideration efforts the prime and sub-consultants make to assist in the community, e.g., assigning meaningful work to small and/or very small local sub-consultants, mentor protégé relationships, participation in job/trade fairs, hiring interns, pro bono work, and working with local schools, etc.

Consultant Preference Points: The Port allots preference points for the percentage of work being performed by consultants/sub-consultants located in either the LBA or the LIA and for community involvement (i.e. mentoring, intern programs, job fairs, community rehabilitation groups and re-entry programs) for a maximum total of up to 15 points. These points are added to a maximum of 85 technical points for a composite maximum of 100 points in evaluating consultant proposals as follows:

- Up to 5 points will be credited proportionately (counting the whole team, prime consultant and sub-consultant(s)) for LIA certified firms, and 2.5 for LBA certified firms.
Note: LIA/LBA credit is given only for certified firms which have had established active offices in the respective area for at least a year at the time of proposal due date, and NOT for outside firms which plan to do the project work at a LIA/LBA office;
- An additional 3 points will be credited for an LIA certified prime consultant (proportionate to the share of prime consultant work in the case of a joint venture) and 1.5 points for an LBA certified prime consultant;
- Up to 4 points will be credited proportionately (counting the whole team, prime consultant and sub-consultant(s)) for Very Small Business Enterprise (VSBE) certified firms, and 2 points for Small Business Enterprise (SBE certified firms); and
- Up to 3 points for commitment to the Port's values and programs, e.g., mentoring small and/or very small local businesses and providing meaningful work for small and/or very small local sub-consultants; utilization of college and high school interns from the LIA; participation in job fairs and trade fairs targeted to LIA residents and businesses; and other work showing the consultant's efforts to contribute to the economic development of the LIA.

In summary, please submit the following attachments in each copy of your proposal:

1. Attachment 5-A, Chart for Submitting Data for Calculation of Preference Points. List the team members' (prime and subs) names, roles, location and LIA/LBA/SBE/VSBE status in the format shown in Attachment 5-A. Be specific as to the nature and estimated percentage of the work to be performed by the prime, any joint venture partners and/or sub-consultants.

2. Attachment 5-B, Local Participation Questionnaire. Complete for each sub-consulting firm or individual, as well as for the prime consultant.
3. Attachment 5-C and 5-D, Monthly and Final Utilization of Local and Small Business Enterprises are required after contract award. Attachment 5-C is required after contract award and a final report attachment 5-D, is required after completion of the project.

Any proposal that fails to complete and submit the above two items (Prime *and* sub-consultants) will not be considered. For firms headquartered outside the LIA/LBA wishing to obtain credit for their local office, for the purpose of this project shall utilize personnel from this local office. Additionally, mail, correspondence and telephone calls will be made to this local office.

To obtain credit for these factors and for any preference points on this RFP, consultants or any team member must be certified by the proposal due date or submit an application:

- Consultants or any team members wishing to be certified by the Port must submit a Certification Application, with all supporting documentation seven (7) business days prior to the proposal due date. The questionnaire and checklist of necessary supporting documents for certification may be obtained at: <http://www.portofoakland.com/srd/>. For questions regarding certification, you may contact Pamela Bell at pbell@portoakland.com or (510) 627-1419. Firms certified by the Port of Oakland do not need to submit proof of certification.

(Please note Port certification must be current and not expired to count for preference points. Certification is valid for a two year period.)

For questions or assistance regarding this section, contact Ms. Connie Ng Wong (510) 627-1390, or cng-wong@portoakland.com in the Port's Social Responsibility Division.



PORT OF OAKLAND

**Chart for Submitting Data
for Calculation of Preference Points**

Company	Nature of Work to be Performed	Prime or Sub?	Location of Firm	*LIA/LBA SBE/VSBE Certification Status	Percent of Total Contract	Percent of Sub-consulting Work
(Name of Prime)		Prime				
(Name of Subs)		Sub				
(Name of Subs)		Sub				
(Name of Subs)		Sub				
(Name of Subs)		Sub				
(Name of Subs)		Sub				
(Name of Subs)		Sub				
(Name of Subs)		Sub				
(Name of Subs)		Sub				
(Name of Subs)		Sub				
(Name of Subs)		Sub				
Total (must add up to 100%)					100%	100%

*** In order to qualify for preference points, the firm must be certified by the Port of Oakland.** Local Impact Area (LIA), Local Business Area (LBA), Small Business Enterprise (SBE), Very Small Business Enterprise (VSBE)

Notes:

- Please make sure the column labeled "Percent of Total Contract" adds up to 100%
- Please make sure the column labeled "Percent of Sub-consulting Work" adds up to 100% of the Sub-consulting work.



(Use additional paper if necessary)

1. Is the consultant or large sub-consultant mentoring or providing a professionally meaningful share of the project to small and/or very small LIA firms on this project? Yes___ No___

If the response is "yes", please provide specific details on how the mentoring or sharing will be performed. In addition, be specific as to the nature of the relationship and the persons responsible for implementing it.

2. (A) Do any team members regularly use local students as interns in their work? Yes___ No ___
(B) Do any team members currently use local students as interns in their work? Yes___ No ___
(C) Have any team members used local students as interns in past work? Yes ___ No___
(D) If planning to use interns on this project, how will you utilize them?

If you answered "yes" to any of these questions, please state from what schools or programs the interns were obtained, what type of work was performed by them, and any other details that might be relevant, i.e. paid internship, length of service, number of interns.

3. Have firms in the team participated in other community projects, e.g., job fairs targeted to local neighborhoods, youth or school programs, community rehabilitation groups, etc.? Yes___ No___
If so, please give details:



PORT OF OAKLAND

Monthly Utilization of Local and Small Business Enterprises

PRIME CONTRACTOR		BUSINESS ADDRESS				CONTRACT BID AMOUNT		DATE OF THIS REPORT	
PORT PROJECT NAME				PORT PROJECT NUMBER	WORK AUTHORIZATION #	TOTAL CONTRACT AMOUNT INCLUDING CHANGE ORDERS		PROJECT COMPLETION DATE	
(1) Name and Address of Small/Local Firm [Prime, Subcontractor, Supplier or Trucking Broker]	(2) Description of Work Performed and or Materials Supplied	(3) Prime and Sub(s) Original Bid Amount	(4) Port Certification Number	CONTRACT PAYMENTS					
				(5a) * LIABE Dollars	(5b) * LBABE Dollars	(5c) * SBE Dollars	(5d) * VSBE Dollars	(6) Date Work Completed	(7) Date of Final Payment
TOTAL				\$	\$	\$	\$		

List all certified local/small prime and subs regardless of tiers through out the life of the project, whether or not firms were listed on the original bid. Xerox this page if additional sheets are needed.

If actual sub dollars were different than the approval amount at time of award, provide comments on back of form. List actual amount paid to each sub at the above chart.

* LIABE (Local Impact Area Business Enterprise), LBABE (Local Business Area Business Enterprise), SBE (Small Business Enterprise), and VSBE (Very Small Business Enterprise).

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE, TRUE AND CORRECT		
AUTHORIZED CONTRACTOR REPRESENTATIVE SIGNATURE and TITLE	BUSINESS PHONE NUMBER	DATE

Distribution:

Original – SRD

Copy To – Engineering Construction / Resident Engineer

Instructions--Monthly Utilization of Local and Small Business Enterprises

- (I) Enter the project information requested on the first two rows on page 00816-1 (Prime Contractor, Business Address, Contract Bid Amount, etc.)
- (II) Provide the following information **for each portion of the contract work performed by (and for each amount of materials supplied by) a Port-certified small and/or local business**, including the prime contractor if the prime is a Port-certified small/local business:

- Column 1: Name and address of the firm performing work and/or supplying materials.
- Column 2: Description of the work performed and/or materials supplied by said firm.
- Column 3: For subcontractor, supplier or trucker: dollar amount of the bid submitted by the firm to prime bidder, as listed in the Subcontractor and Supplier List Form submitted by prime bidder with its bid. If the subcontractor, supplier or trucker was not listed in the Subcontractor and Supplier List Form, enter "0". For small/local prime bidder: dollar amount of the prime bidder's bid excluding all subcontractor/supplier/trucking broker bid amounts, as listed in the Subcontractor and Supplier List Form.
- Column 4: Port Certification Number of firm. (Port-certified small/local subcontractors, suppliers and truckers should provide their certification number to the Prime Bidder and notify Prime Bidder in writing with the date of the decertification if their status changes during the course of the project.)
- Columns 5a-5d Enter the dollar amount of the work performed and/or materials supplied by the firm in either Column 5a, 5b, 5c or 5d, depending on the firm's certification status. Firm certification status must be certified and determined at the time of bid by Port of Oakland. The certified firm is issued a letter by the Port of Oakland that states their certification status as well as the expiration date of the certification. Firms' certification status may be obtained by accessing the Port of Oakland website (<http://www.portofoakland.com/srd/>) or by calling (510) 627-1419. Refer to the following table for a description of the certification status:

Certification Status	Description
LIABE (Local Impact Area Business Enterprise)	firm located in Oakland, Alameda, Emeryville, or San Leandro
LBABE (Local Business Area Business Enterprise)	firm located in Alameda County or Contra Costa County
SBE (Small Business Enterprise)	business with 3 year average annual gross revenue not to exceed \$14,000,000
VSBE (Very Small Business Enterprise)	business with 3 year average annual gross revenue not to exceed \$3,500,000

If the firm was decertified before completing its portion of the work of this contract, enter the dollar amount of ALL work performed/ materials supplied by the firm, INCLUDING WORK PERFORMED/MATERIALS SUPPLIED AFTER THE DATE OF DECERTIFICATION. **If the amount listed in Column 5 differs from the amount listed in Column 3, provide an explanation in the 'COMMENTS' section as provided.**

- Column 6: Date on which the firm listed in Column 1 completed the work described in Column 2.
- Column 7: Date on which prime contractor made the 'final payment' for the work described in Column 2 to subcontractor/supplier/trucking broker.

- (III) In the 'TOTAL' row, enter the column sums of the dollar amounts listed in Columns 5a through 5d.
- (IV) The authorized contractor representative shall certify the information supplied by signing in the space provided. **Per Port of Oakland provisions, Final Payment WILL NOT be made until this form is properly filled out and submitted to the Port of Oakland.**

COMMENTS:



PORT OF OAKLAND

Final Utilization of Local and Small Business Enterprises

PRIME CONTRACTOR		BUSINESS ADDRESS				CONTRACT BID AMOUNT		DATE OF THIS REPORT	
PORT PROJECT NAME				PORT PROJECT NUMBER	WORK AUTHORIZATION #	TOTAL CONTRACT AMOUNT INCLUDING CHANGE ORDERS		PROJECT COMPLETION DATE	
(1) Name and Address of Small/Local Firm [Prime, Subcontractor, Supplier or Trucking Broker]	(2) Description of Work Performed and or Materials Supplied	(3) Prime and Sub(s) Original Bid Amount	(4) Port Certification Number	CONTRACT PAYMENTS					
				(5a) * LIABE Dollars	(5b) * LBABE Dollars	(5c) * SBE Dollars	(5d) * VSBE Dollars	(6) Date Work Completed	(7) Date of Final Payment
TOTAL				\$	\$	\$	\$		

List all certified local/small prime and subs regardless of tiers through out the life of the project, whether or not firms were listed on the original bid. Xerox this page if additional sheets are needed.

If actual sub dollars were different than the approval amount at time of award, provide comments on back of form. List actual amount paid to each sub at the above chart.

* LIABE (Local Impact Area Business Enterprise), LBABE (Local Business Area Business Enterprise), SBE (Small Business Enterprise), and VSBE (Very Small Business Enterprise).

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE, TRUE AND CORRECT		
AUTHORIZED CONTRACTOR REPRESENTATIVE SIGNATURE and TITLE	BUSINESS PHONE NUMBER	DATE

Distribution:

Original – SRD

Copy To – Engineering Construction / Resident Engineer

Instructions--Final Utilization of Local and Small Business Enterprises

- (I) Enter the project information requested on the first two rows on page 00816-1 (Prime Contractor, Business Address, Contract Bid Amount, etc.)
- (II) Provide the following information **for each portion of the contract work performed by (and for each amount of materials supplied by) a Port-certified small and/or local business**, including the prime contractor if the prime is a Port-certified small/local business:

- Column 1: Name and address of the firm performing work and/or supplying materials.
- Column 2: Description of the work performed and/or materials supplied by said firm.
- Column 3: For subcontractor, supplier or trucker: dollar amount of the bid submitted by the firm to prime bidder, as listed in the Subcontractor and Supplier List Form submitted by prime bidder with its bid. If the subcontractor, supplier or trucker was not listed in the Subcontractor and Supplier List Form, enter "0". For small/local prime bidder: dollar amount of the prime bidder's bid excluding all subcontractor/supplier/trucking broker bid amounts, as listed in the Subcontractor and Supplier List Form.
- Column 4: Port Certification Number of firm. (Port-certified small/local subcontractors, suppliers and truckers should provide their certification number to the Prime Bidder and notify Prime Bidder in writing with the date of the decertification if their status changes during the course of the project.)
- Columns 5a-5d Enter the dollar amount of the work performed and/or materials supplied by the firm in either Column 5a, 5b, 5c or 5d, depending on the firm's certification status. Firm certification status must be certified and determined at the time of bid by Port of Oakland. The certified firm is issued a letter by the Port of Oakland that states their certification status as well as the expiration date of the certification. Firms' certification status may be obtained by accessing the Port of Oakland website (<http://www.portofoakland.com/srd/>) or by calling (510) 627-1419. Refer to the following table for a description of the certification status:

Certification Status	Description
LIABE (Local Impact Area Business Enterprise)	firm located in Oakland, Alameda, Emeryville, or San Leandro
LBABE (Local Business Area Business Enterprise)	firm located in Alameda County or Contra Costa County
SBE (Small Business Enterprise)	business with 3 year average annual gross revenue not to exceed \$14,000,000
VSBE (Very Small Business Enterprise)	business with 3 year average annual gross revenue not to exceed \$3,500,000

If the firm was decertified before completing its portion of the work of this contract, enter the dollar amount of ALL work performed/ materials supplied by the firm, INCLUDING WORK PERFORMED/MATERIALS SUPPLIED AFTER THE DATE OF DECERTIFICATION. **If the amount listed in Column 5 differs from the amount listed in Column 3, provide an explanation in the 'COMMENTS' section as provided.**

- Column 6: Date on which the firm listed in Column 1 completed the work described in Column 2.
- Column 7: Date on which prime contractor made the 'final payment' for the work described in Column 2 to subcontractor/supplier/trucking broker.

- (III) In the 'TOTAL' row, enter the column sums of the dollar amounts listed in Columns 5a through 5d.
- (IV) The authorized contractor representative shall certify the information supplied by signing in the space provided. **Per Port of Oakland provisions, Final Payment WILL NOT be made until this form is properly filled out and submitted to the Port of Oakland.**

COMMENTS:



PORT OF OAKLAND

**Non-Discrimination and Small Local
Business Utilization Policy Program Affidavit**

**RFP No.: 14-15/13, Pre-fabricated Restroom Facility at
Oakland International Airport Taxi Cab Lot**

I hereby certify that _____ (Legal Name of Respondent/Supplier/Consultant/Contractor), shall carry out applicable requirements in the award and administration of this contract and cooperate with the Port of Oakland in meeting its commitments and objectives with regard to ensuring nondiscrimination, and shall use best efforts to ensure that barriers to participation of Small Local Businesses do not exist.

Upon execution of an Agreement, the selected consultant will be required to complete Small and Local attainment reports and a final report at contract completion, and submit them to the Social Responsibility Division.

I declare under penalty of perjury under the laws of the state of California that the information I have provided herein is true and correct.

Signature

Printed Name

Title

Date



PORT OF OAKLAND

**City of Oakland City Charter § 728
Living Wage Information**

**EMPLOYERS SUBJECT TO §728 OF THE CITY CHARTER MUST COMPLY WITH THE
FOLLOWING REQUIREMENTS:**

- 1) Pay all non-exempt employees the living wage rates (As of July 1, 2014, \$14.10 without health benefits or \$12.27 with health benefits). Port Ordinance No. 3666, as amended also requires that covered businesses provide employees at least twelve compensated days off per year, including holidays.
- 2) Pay at least \$1.83 per hour worked toward the provision of health care benefits for employees and/or their dependents, if the employer claims credit for health benefits.
- 3) **Provide written notification to each current and new employee, at time of hire, of his or her rights to receive the benefits under the provisions of these regulations.** The notification shall be provided in English, Spanish and other languages spoken by a significant number of the employees, and shall be posted prominently in communal areas at the work site. A copy of said notification is available from the Port Division of Social Responsibility.
- 4) Provide all employees earning less than \$12/hour notification in English, Spanish, and any other language spoken by a significant number of employees of their right to advance Earned Income Credit payments.
- 5) **Maintain a list of the name, address, date of hire, occupation classification, rate of pay, benefits paid for each of its employees, and compensated time off - and submit this list to the Port's Social Responsibility Division, Attention: Connie Ng-Wong, Living Wage Compliance Officer, by March 31st, June 30th, September 30th, and December 31st of each year.** If a covered employer has obtained a waiver from the Port Board of Directors, then the employer must still submit an annual payroll report covering each of its employees by December 31st of each year. Failure to provide the list within five days of the due date will result in a penalty of \$500 per day. Covered employers shall maintain payrolls and basic records for all employees and shall preserve them for a period of at least three years after the close of the compliance period.
- 6) Require subcontractors, tenants and subtenants, or licensees who are covered by these requirements to comply with the provisions of these regulations. **Covered employers shall be responsible for including language committing the subcontractor's, tenant's or licensee's agreement to comply, in the contract with the subcontractor.** Covered employers shall submit a copy of such subcontracts or other such agreements to the Port Division of Social Responsibility.
- 7) Permit authorized Port representatives access to work sites and, with employee consent, relevant payroll records for the purpose of monitoring compliance with these regulations, investigating employee complaints of non-compliance and evaluating the operation and effects of these regulations, including the production for inspection and copying of its payroll records for any or all of its employees for the applicable compliance period. Permit a representative of the labor organizations in its industry to have access to its workforce at the Port during non-working time and in non-work areas to ensure compliance.

Employers who fail to submit documents, declarations or information required to demonstrate compliance with these regulations shall be deemed noncompliant or non-responsive and subject to the remedies as set forth in §728.



PORT OF OAKLAND

**Employer Self-Evaluation for
Port of Oakland Living Wage**

COVERED BUSINESS CHECKLIST WRITE YES/NO ANSWER IN APPROPRIATE BOX:

1. ☐ Is the Business entering into a contract, tenancy agreement or subordinate agreement (such as, subcontract, subtenancy, or sublicense) with the Port? *If no, go on to question 2. If yes, go to question 3.*
2. ☐ Has the Business amended an existing contract, tenancy agreement or subordinate agreement at any time since April 2002? *If no to 1 and 2, stop here: the business is not covered. If yes, go to question 3.*
3. ☐ Is the contract with Aviation or Maritime divisions for a value of greater than \$50,000 over the life of the contract (over the next five years if contract is for less than a year and expected to be renewed or extended)? *If no, stop here; the contract is not covered. If yes, go to question 4.*
4. ☐ Is the contract for service other than the delivery of products, equipment or commodities? *If no, stop here: the business is not covered. If yes, go to question 5.*
5. ☐ Does the Business employ more than 20 employees who spend at least 10 hours per week (4 hours per week if part time employees) working under the contract with the Port or on Port property? Indicate the number of employees that are employed by the Contractor _____. *If no, stop here the business is not covered. If yes, go to question 6. exemptions for specified employees of a covered employer.*

All employees of a covered employer are required to be provided compensation and other benefits as provided under §728 of the Charter, except for specified employees exempt under the following exemptions. The following questions should be answered for each employee.

6. ☐ *Does the employee work less than 25% of his/her time (10 hours per week for full time employee) under the contract with the Port? If yes, stop here; the specified employee is exempt. If no, go to question 7.*
7. ☐ *Is the employee under 21 years of age, employed by a government agency or nonprofit for after school or summer employment, or as a trainee for 90 days or less? If yes, stop here; the specified employee is exempt. If no, go to question 8.*
8. ☐ *Has the Business obtained a waiver that covers the employee? If yes, stop here; the specified employee is exempt. If no, go to question 9.*
9. ☐ *Is the employee participating in a bona-fide temporary job-training program in which a significant part of the compensation consists of acquiring specialized*

knowledge, abilities or skills in a recognized trade? If yes, stop here; the specified employee is exempt. If no, go to question 10.

10. ☐ *Is the employee a volunteer who is not compensated other than for incidental expenses or stipends? If yes, stop here; the specified employee is exempt. If no, go to question 11.*
11. ☐ *Is the employee working for the Business less than 20 hours per week for a period of 6 months or less? If yes, stop here the specified employee is exempt. If no, go to question 12.*
12. ☐ *Of the remaining employees (employees for which no exemption applies as indicated by your answers to questions 6 through 11), are there 20 or fewer non-exempt employees working for the employer under the Port Contract? If yes, stop here; each of the remaining specified employee(s) is/are exempt. If no, each of the remaining specified employee(s) is covered by §728.*

The undersigned authorized representative of Contractor hereby certifies under penalty of perjury that all of the information on this form is true and accurate.

_____ Company Name	_____ Signature of Authorized Representative
_____ Address	_____ Type or Print Name & Title
_____ Area Code and Phone	_____ Email Address
_____ Name of Primary Contact	_____ Date
_____ Project Name (Be Specific)	

Submit Completed Checklist To:

Connie Ng-Wong

Port of Oakland

Social Responsibility Division

530 Water Street

Oakland, CA 94607

Phone: (510) 627-1390 Fax: (510) 451-1656

Email: cng-wong@portoakland.com



PORT OF OAKLAND

Certificate of Compliance – Living Wage

The City of Oakland Living Wage Charter §728 ("§728") and Port Ordinance No. 3666 ("Ordinance 3666") as amended, provide that certain employers that enter into a contract, lease, license (or a subcontract, sublease, sublicense, or other agreement) with the Port for \$50,000 or more over the term of the contract and certain recipients of Port financial assistance for \$50,000 or more shall pay a prescribed minimum level of compensation to their covered employees ("Employees").

The undersigned ("Contractor") submits this certificate under penalty of perjury and as a condition of payment of its invoice(s) for service provided under the _____ agreement between the Port and Contractor.

- 1) Contractor hereby certifies that it is in compliance with §728 and Ordinance 3666 with respect to all non-exempt Employees of Contractor engaged in Port-related employment or work on Port property.
- 2) Contractor hereby acknowledges that the Port is relying on Contractor's certification of compliance with §728 and Ordinance 3666 as a condition of payment of Contractor's invoice(s).
- 3) Contractor understands that it may be subject to fines or penalties for noncompliance with §728 and Ordinance 3666 up to and including potential fines of \$500 per day until Contractor complies.
- 4) Contractor hereby certifies that claims, records and statements relating to Contractor's compliance with §728 and Ordinance 3666 are true and accurate, that such claims, records and statements are made with the knowledge that the Port will rely on such claims, records and statements, and that such claims, records and statements are submitted to the Port for the express benefit of Contractor's employees engaged in Port-related employment or work on Port property.

Please check the appropriate box and sign below

- ☐ Contractor hereby certifies its compliance with all of its obligations under §728 and Ordinance 3666;
- ☐ Contractor hereby certifies that all Employees of Contractor working under Contractor's contract with the Port are compensated at wage rate(s) greater than \$12.00 per hour;
- ☐ Contractor hereby certifies that it is not currently covered by §728 or Ordinance 3666. Contractor further certifies that should §728 or Ordinance 3666 become applicable, Contractor will comply with all of its Living Wage obligations.

All terms used herein and not defined shall have the meaning ascribed to such terms in §728 and Ordinance 3666.

The undersigned authorized representative of Contractor hereby certifies under penalty of perjury that all of the information on this form is true and accurate.

_____ Company Name	_____ Signature of Authorized Representative
_____ Address	_____ Type or Print Name & Title
_____ Phone and Email	_____ Date
_____ Project Name (Be Specific)	

Submit to: Connie Ng-Wong, Port of Oakland, Social Responsibility Division, 530 Water Street, Oakland, CA 94607. Email: cng-wong@portoakland.com



PORT OF OAKLAND

Statement of Living Wage Requirements

**RFP No.: 14-15/13, Pre-fabricated Restroom Facility at
Oakland International Airport Taxi Cab Lot**

I hereby certify that _____(Legal Name of Respondent/Supplier/Consultant/Contractor), has reviewed the Living Wage Requirements, included herein as Attachment 8 to this Request for Proposal and will comply with said requirement. Upon execution of an Agreement, the selected consultant will be required to complete the attached Employer Self-Evaluation Form and Certificate of Compliance –Living Wage Form of this Request for Proposal, and submit them to the Social Responsibility Division.

I declare under penalty of perjury under the laws of the state of California that the information I have provided herein is true and correct.

Signature

Printed Name

Title

Date



PORT OF OAKLAND

Insurance Requirements

**RFP No.: 14-15/13, Pre-fabricated Restroom Facility at
Oakland International Airport Taxi Cab Lot**

Please refer to the attached Professional Services Agreement Attachment 14, Appendix C.



PORT OF OAKLAND

Insurance Acknowledgement Statement

**RFP No.: 14-15/13, Pre-fabricated Restroom Facility at
Oakland International Airport Taxi Cab Lot**

I hereby certify that _____ (Legal Name of Respondent) agrees to meet all of the Port's Insurance requirements included in the Professional Services Agreement attached to this Request for Proposal and Respondent will be able to evidence such insurance (includes enrollment in the Port's OCIP and PLIP programs) when and if awarded the contract and will provide proof of insurance at the time of project award if awarded the contract.

I declare under penalty of perjury under the laws of the state of California that the information I have provided herein is true and correct and is of my own personal knowledge.

Signature

Printed Name

Title

Da



PORT OF OAKLAND

**Port of Oakland OCIP
Project Insurance Manual**

**RFP No.: 14-15/13, Pre-fabricated Restroom Facility at
Oakland International Airport Taxi Cab Lot**

Attachment 11

Port of Oakland Owners Controlled Insurance Program (OCIP) Project Insurance Manual

Port of Oakland

Capital Improvement Project

Owner Controlled Insurance Program Project Insurance Manual

February 1, 2014



PORT OF OAKLAND

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

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

**OCIP Document
Submission**
alliantwrapx@alliant.com

**Online Enrollment, Payroll Reporting &
Document Management**
Website:
<http://alliantwrapx.alliantinsurance.com/contractorportal>
***Contact Program Administrator for User Access**

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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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.

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.

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.

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.

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.

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

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

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.

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

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
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

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

CONTRACTOR REQUIRED COVERAGE

Deductible

Not more than \$100,000 per occurrence

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.

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.

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.

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

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.

Awarded Contracts		
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

Home

Review

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

08/01/2011

Contract End Date

12/31/2012

Contract Value

\$3,000,000.00

Contract Description

Edit

Address Information

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

Edit

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

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: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Contractor/ Subcontractor Name Contractor/ Subcontractor Address	INSURER A :		Insurance Carrier Name
	INSURER B :		Insurance Carrier Name
	INSURER C :		Insurance Carrier Name
	INSURER D :		
	INSURER E :		
		INSURER F :	

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	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input 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 \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	<input checked="" type="checkbox"/>	<input 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 DED RETENTION \$	<input type="checkbox"/>	<input type="checkbox"/>				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	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES: 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.							

\$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.

CERTIFICATE HOLDER	CANCELLATION
Port of Oakland c/o Alliant Insurance Services 333 S. Hope St., Suite 3750 Los Angeles, CA 90071	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED 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	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Contractor/ Subcontractor Name Contractor/ Subcontractor Address	INSURER A:		Insurance Carrier Name
	INSURER B:		Insurance Carrier Name
	INSURER C:		Insurance Carrier Name
	INSURER D:		
	INSURER E:		
		INSURER F:	

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC 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 \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
X	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS 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	Y	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
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES Re: Port of Oakland. The City of Oakland, a Commissioned, 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. Policies shown above apply both on-site and off-site for all operations of the insured.						

\$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.

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 CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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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		PHONE (A/C, No, Ext):		COMPANY	
Contractor/Subcontractor's Insurance Broker Name & Address				Insurance Carrier Name	
FAX (A/C, No):	E-MAIL ADDRESS:				
CODE:	SUB CODE:				
AGENCY CUSTOMER ID #:					
INSURED		LOAN NUMBER		POLICY NUMBER	
Contractor/ Subcontractor Name Contractor/ Subcontractor Address		EFFECTIVE DATE		EXPIRATION DATE	
				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	<input type="checkbox"/>	MORTGAGEE	<input checked="" type="checkbox"/>	ADDITIONAL INSURED
	<input checked="" type="checkbox"/>	LOSS PAYEE	<input type="checkbox"/>	
	LOAN #			
	AUTHORIZED REPRESENTATIVE			



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: orcpghmpn43
- 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@orcpg.com) the date you have completed MPN enrollment.

Sincerely,

A handwritten signature in black ink that reads "Gerry McCarthy". The signature is fluid and cursive, with a long horizontal stroke at the end.

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

{Insert Date}

<p style="text-align: center;">Important Information about Medical Care if you have a Work-Related Injury or Illness</p>

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 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/cvty/gbmpn. You may also locate a MPN doctor by

{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?**

{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.

{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.

{Insert Date}

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

{Insert Date}

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@orcpg.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

{Insert Date}

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.

{Insert Date}

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, Título 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

{Insert Date}

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

{Insert Date}

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 de 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* prescrito por cierto médico, puede solicitar una segunda opinión de otro médico de la red MPN. Si desea una segunda

{Insert Date}

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.

{Insert Date}

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

{Insert Date}

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

{Insert Date}

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@orepg.com

Sitio Web de la MPN del empleador: www.talispoinpoint.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.

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 _____

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 _____

{Insert Date}

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.talispoint.com/cvty/gbmnpn . 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.

{Insert Date}

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.talispoint.com/cvtv/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.



OLD REPUBLIC CONSTRUCTION PROGRAM GROUP, INC.

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



PORT OF OAKLAND

Port of Oakland PLIP Manual

**RFP No.: 14-15/13, Pre-fabricated Restroom Facility at
Oakland International Airport Taxi Cab Lot**

Attachment 12

Port of Oakland Professional Liability Insurance Program (PLIP)

Professional Liability Insurance Procedures Manual



PORT OF OAKLAND

Professional Liability Insurance Program
For Projects Under

**The Capital Improvement
Program**

Professional Liability Insurance Procedures Manual

February 1, 2014



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OVERVIEW

Welcome to the Port of Oakland's Professional Liability Insurance Program!

The Port of Oakland has arranged for the Project Professional Liability insurance program summarized below **for Projects with Construction beginning after Policy Inception of January 1, 2012.**

This is a brief description of Project Professional Liability Coverage, and is not meant to be a detailed analysis of the insurance provided. Refer to the actual policies for details concerning the coverage, exclusions and limitations.

Insurer - Steadfast Insurance Company

Policy Number - EOC 9806234-00

Description of Coverage - This policy covers firms contracted to provide professional services to the Port for claims arising out of their acts, errors and omissions.

Covered Professional Services - Covered professional services include, but are not limited to those performed as an:

- Architect
- Engineer
- Construction manager providing services and recommendations to the Port and design professionals during the planning, design, construction, post construction and the overall scheduling and coordination of the consultants during construction
- Landscape architect; land surveyor, or planner
- Interior designer/space planner
- Environmental consultant

Excluded Professional Services - The following are specifically excluded from the policy including but not limited to:

- Failure to render "Professional Services" on time or complete any project on time
- Construction means, methods or techniques

OVERVIEW

- Cost estimates being exceeded

Limits of Liability – The following limits are shared by all insureds:

Limits Shared by All Insureds	
Per Claim	\$ 15,000,000
Policy Aggregate	\$ 15,000,000

Self Insured Retention – The self-insured retention amount is determined by the revenue size of the Consultant who has a direct contract with the Port. There is one self-insured retention per claim regardless of the number of subconsultants retained by the Consultant. The Consultant is responsible for payment of a self-insured retention based on the Consultant's annual receipts or Disadvantaged Business Enterprise (DBE) status, as follows:

S.I.R.	
Consultant firms with annual billings <u>under</u> \$20,000,000 or who qualify as DBE	\$ 50,000 per claim
Consultant firms with annual billings <u>over</u> \$20,000,000	\$1,000,000 per claim

Policy Term - This policy provides coverage for claims arising out of errors and omissions that take place during the policy term of January 1, 2012 to January 1, 2017, or after the Retroactive Date of July 14, 1999.

Policy Form STF-PL-463-B (9/96) - This policy is written on a Claims-Made form with a five year Extended Reporting Period.

Definition of Claim - A claim means any demand received by an Insured seeking damages arising out of professional services and alleging liability or responsibility on your part.

Consultant's Practice Policy - Consultants whose annual practice billings exceed \$20,000,000 must provide written confirmation that their firm's practice E&O policy shall apply excess to this policy.

The Project Professional Liability Insurance is for Consultants and Subconsultants under Contract with the Port for Work performed under the Capital Improvements Projects (CIP).

NOTE: The Insurance coverages provided under the Professional Liability Insurance are subject to terms, conditions, and limits stipulated in the Project Professional Liability insurance policy. Each Consultant's/Subconsultant's respective insurance representative should review this information. Any additional coverage a Consultant/Subconsultant may wish to purchase will be at his option and expense.

About This Manual

The Professional Liability Insurance Manual was prepared by Alliant Insurance Services, Inc. and the Port of Oakland. The Manual is designed to identify, define and assign responsibilities for the administration of the Professional Liability Insurance Program for the Port of Oakland's Project(s).

What This Manual Does

This Manual:

- Generally describes the structure of the Port of Oakland's Professional Liability Insurance Program
- Identifies responsibilities of the various parties involved in the project;
- Provides a basic description of coverage
- Describes the administrative procedures
- Provides answers to basic questions about the Professional Liability Insurance Program
- Will be updated as necessary

What This Manual Does Not Do

This Manual does not:

- Provide coverage interpretations
- Provide complete information about coverages
- Provide answers to specific claim questions

Refer questions concerning the Professional Liability Insurance Program, its administration or coverages to the appropriate party identified in the Project Directory. The Directory immediately follows this introduction.

DISCLAIMER: The information in this manual is intended to outline the Professional Liability Insurance Program. If any conflict exists between this manual and the Project Professional Liability insurance policy or Contracts between the Port of Oakland and the Consultant, the policy or Contracts will govern.

Project Directory

RISK MANAGEMENT	
Betsy Ross Port of Oakland 530 Water Street Oakland, CA 94607 Office: 510-627-1623 Fax: 510-627-1626	
PLIP ADMINISTRATION	
Alliant Insurance Services, Inc. c/o Port of Oakland attn: Sharyn Malachi 530 Water Street Oakland, CA 94607 Office: 916-643-2730 /Fax: 916-643-2752 smalachi@alliant.com	
PROGRAM MANAGER	PROGRAM BROKER
Josh Schultz Alliant Insurance Services, Inc. Construction Services Group 100 Pine Street San Francisco, CA 94111 Office: 415-403-1443/Fax: 415-874-4815 josh.schultz@alliant.com	Leslie Curry Alliant Insurance Services, Inc. Construction Services Group 333 S. Hope Street, Suite 3750 Los Angeles, CA 90071 Office: 213-443-2455/Fax: 213-443-2482 lcurry@alliant.com
CLAIMS	
Bob Dixon Alliant Insurance Services, Inc. Construction Services Group 333 S. Hope Street, Suite 3750 Los Angeles, CA 90071 Office: 213-443-2453 Fax: 213-270-0981 bdixon@alliant.com	

PROFESSIONAL LIABILITY INSURANCE PROGRAM

Professional Liability Insurance Program – PLIP

The Port has arranged with Alliant Insurance Services, Inc. (the “PLIP Administrator”) to provide insurance under the PLIP. The PLIP will provide Project Professional Liability insurance (“PPL”). The Project Professional Liability policy will provide insurance covering Consultants and their Subconsultants providing the professional services listed below, for liability for acts, errors or omissions arising out of professional services performed under the Agreement, whether or not such Services are performed at or away from the Port’s Construction Project Sites (“Project Sites”). The Project Professional Liability policy will be referred to herein as the “PPL Policy.” The Port reserves the right, in its sole discretion, to include or exclude any party from coverage under the PPL Policy, or any portion thereof, notwithstanding such party’s apparent eligibility for inclusion under such policy. The PPL Policy provides coverage for Consultants and their Subconsultants providing the following professional services on the Port’s Capital Improvement Projects:

- Architect, or engineer
- Landscape architect, land surveyor, or planner
- Construction manager providing services and recommendations to the Port and design professionals during the planning, design, construction, post construction and the overall scheduling and coordination of the consultants during construction
- Environmental consultant

Insured Party Responsibilities

In Section 5 are copies of the **Professional Liability Insurance Program Form**, the Port of Oakland Professional Liability Program **Notification of Occurrence/Incident or Claim Form**, and the **Notice of Work Completion Form** for use in the administration of the PLIP. Consultant shall provide all information on the Professional Liability Insurance Program Form reasonably requested by the Port and reasonably necessary to include Consultant and its Subconsultants as insured parties under the PPL Policy. It is the obligation of the Consultant and each of its Subconsultants to comply with all of the administrative, insurance, and other requirements outlined in this Manual, and in the PPL Policy. The failure of the Consultant to provide each of its eligible Subconsultants with copies of this Manual shall not relieve the Consultant or any of its Subconsultants from any of the obligations contained herein. **Further, Consultant agrees to:**

- Complete the Professional Liability Insurance Program Forms in Section 5
- If the Consultant's annual receipts exceed \$20,000,000 (see Consultant's Practice Policy Excess of PPL Section 2), provide required letter or endorsement from insurance carrier to the PLIP Administrator
- Provide timely Certificates of Insurance to the PLIP Administrator
- Immediately notify the Port and the PLIP Administrator of any material change, cancellation, notice of cancellation, non-renewal, or notice of non-renewal of Consultant's professional liability practice policy
- Cooperate with the Port of Oakland, and its PLIP Administrator in all aspects of PLIP operation and administration
- Notify the Port within five (5) days of the award of any Subconsultant agreement
- Comply with claim procedures in Section 4
- Fully cooperate with the Port, any PLIP insurer, and the PLIP Administrator in the investigation and defense of any claims arising in connection with Consultant's services, including but not limited to timely completing and submitting to the Port and to the PLIP Administrator a Notification of Occurrence/Incident or Claim Form for each occurrence, incident, claim, or potential arising in connection with Consultant's services
- Pay self-insured retentions promptly as required

Payment of Premiums, Responsibility for Deductibles and SIR

The Port shall pay the cost of all premiums for the PPL Policy. 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. The Consultant and each of its Subconsultants shall execute any instrument of assignment as may be necessary to permit the Port to receive or pay such adjustments.

Consultant shall be responsible, at its own expense, for payment of a self-insured retention, including defense costs and other claim expenses, for losses payable under the PPL Policy that are attributable to Consultant's acts, errors, or omissions, or the acts, errors, or omissions of any of its Subconsultants or any other entity or person for whom Consultant may be responsible. The self-insured retention amount is determined by the revenue size of the Consultant who has a direct contract with the Port. There is one self-insured retention per claim regardless of the number of subconsultants retained by the Consultant. The Consultant is responsible for payment of a self-insured retention based on the Consultant's annual receipts or Disadvantaged Business Enterprise (DBE) status all determined at the time the contract is executed, as follows:

	S.I.R.
Consultant firms with annual billings <u>under</u> \$20,000,000 or who qualify as DBE	\$ 50,000 per claim
Consultant firms with annual billings <u>over</u> \$20,000,000	\$1,000,000 per claim

Port's Insurance Obligations, Consultant's Obligations

The Port assumes no obligation to provide insurance other than that contemplated in this Manual. The Consultant and each of its Subconsultants shall review the PLIP 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 PLIP is sufficient for the conduct of Consultant's or its Subconsultants' business or performance of the Services as required or defined in the Agreement. The Port reserves the right at its option, but without obligation to do so, to furnish other insurance coverage of various types and limits, provided that such coverage is not less than that specified in this Manual. The furnishing of insurance by the Port through the PLIP shall in no way relieve or limit, or be construed to relieve or limit, Consultant or any of its Subconsultants of any responsibility, liability, or obligation imposed by the Agreement or by law, including without limitation any indemnification obligations which Consultant or any of its Subconsultants have to the Port or other parties thereunder. Consultant acknowledges that the Port is not an agent, partner or guarantor of the insurance companies providing coverage under the PLIP, and that the Port is not responsible for any claims or disputes between or among Consultant, its Subconsultants and any PLIP insurer(s). The Port shall not be liable to any party 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, insurer insolvency, the defense of or the failure to defend any claim, and Consultant and its Subconsultants release the Port from any such claim.

Any type of insurance coverage or limits of liability not provided by the PLIP which the Consultant or any Subconsultant desires for its or their own protection, or which is required by applicable laws or regulations, shall be its or their sole responsibility and at its or their sole expense and shall not be billed to the Port. Any reference in this Manual, or the Agreement, as to amount, nature, type or extent of coverage provided under the PLIP and/or potential applicability to any potential claim or loss is for reference only. The Consultant and its Subcontractors and Subconsultants represent and warrant that they have not relied upon said reference, and have relied solely upon their own independent review and analysis of the PLIP coverage, limits of liability and the PLIP Policies, when available, in formulating any understanding and/or belief as to amount, nature, type or extent of any coverage provided by the PLIP and/or the PLIP's potential applicability to any potential claim or loss.

Port's Election to Discontinue PLIP Coverages

Unless otherwise set forth herein, the Port reserves the right, for any reason, to discontinue all or any portion of the PLIP, modify the insurance limits provided in the PLIP, or request that Consultant or any of its Subconsultants withdraw from the PLIP, upon thirty (30) days written notice from the Port.

PLIP Policies Establish PLIP Coverage

The PPL Policy sets forth the terms, conditions, and exclusions of the insurance coverage provided under that policy. Any summary, reference, or description of the PPL Policy as set forth in this Manual is solely for informational and descriptive purposes. In the event of any conflict between the provisions of the PPL Policy and this Manual, the provisions of the actual insurance policy shall govern.

Consultant's Practice Policy Excess of PPL

For any Consultant whose annual practice billings exceed \$20,000,000 and is not a DBE, the following provision applies: Consultant agrees to obtain and maintain professional liability (errors and omissions) insurance, with full prior acts coverage, with minimum limits of \$1,000,000 per claim. Each Consultant to whom this applies shall provide evidence of professional liability insurance in accordance with this section by way of a certificate of insurance provided to the Port's PLIP Administrator and the Port's Risk Manager, which shall be submitted along the Professional Liability Insurance Program Form, and prior to the commencement of Services. Consultant's own professional liability practice policy shall apply excess over the PPL Policy whether or not Consultant is a DBE or has annual practice billings exceeding \$20,000,000, and consultant agrees to provide written confirmation that Consultant's practice policy shall apply excess to the PPL Policy, either by way of endorsement, or written confirmation on Consultant's letterhead.

Cross Claims and Defense Counsel

As a condition to obtaining coverage under the PPL Policy, Consultant and its Subconsultants agree and hereby consent to waive any cross-claims or third-party claims for negligence, contribution, indemnification or otherwise, arising out of any incident, circumstance, event or claim under the PPL Policy, against any other insured. Consultant must agree to waive, release and relinquish any such claims to the extent of coverage under the PPL Policy. The PPL also requires that legal defense counsel must be chosen by the Insurer.

Settlement

The PPL Policy provides that if the consultant refuses to consent to any settlement or compromise recommended by the Insurer and acceptable to the claimant, the Insurer's liability shall not exceed the amount which they would have paid for damages and claim expenses at the time the claim or suit or proceeding could have been settled or compromised.

PPL Insurance

Consultant and its Subconsultants shall be named insureds on the PPL Policy described above for which such parties are eligible pursuant to the terms of the Agreement, this Manual, and as approved by the Port.

Duty of Care

Nothing contained in this Manual shall relieve the Consultant or any of its Subcontractors or Subconsultants of their respective obligations to exercise due care in the performance of their duties in connection with the Services and to complete the Services in strict compliance with the Agreement.

Safety Violations

The existence of the PLIP shall not in any manner diminish the Port's rights to suspend part or all of the Services or work if, in its opinion, any conditions or practices in any portion of the Services or 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.

CONSULTANT MAINTAINED COVERAGE

Additional Insurance Required from Certain Consultants

In addition to insurance coverages provided under the PLIP, the Consultant shall obtain and maintain, and shall require each of its Subcontractors and Subconsultants to obtain and maintain, the following insurance coverages.

Commercial General Liability Insurance, including Premises Operations, Blanket Contractual, Product Liability and Completed Operations, Broad Form Property Damage, Personal Injury, Independent Contractor's Coverage, with such limits as may be requested from time to time by the Port, but in no event less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$1,000,000 personal/advertising injury. Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles, trucks, and trailers with a combined single limit of not less than \$1,000,000.

Workers' Compensation insurance at statutory limits required under California law, and Employers Liability coverage of with limits of: \$1,000,000 Bodily Injury by Accident, Each Accident; \$1,000,000 Bodily Injury by Disease, Each Employee; and \$1,000,000 Bodily Injury by Disease, Policy Limit, Including an endorsement for US L&H coverage if performing work on or near navigable waterways.

Consultant must furnish evidence of the following with respect to the insurance under this section:

- The Port, its Board of Commissioners, Officers, Agents, and Employees shall be included as Additional Insureds **BY SIGNED ENDORSEMENTS** to the Commercial General Liability policy
- The Port, its Board of Commissioners, Officers, Agents, and Employees shall be included as Additional Insureds on the Automobile Liability policy
- Consultant shall provide a 30 day notice of cancellation, non-renewal, or of coverage immediately upon receiving such notice from the insurer for any of the above policies
- All coverage is primary & non-contributory
- All policies shall contain cross-liability and severability of interests clauses
- Deductibles over \$25,000 must be approved by the Risk Manager
- Waiver of subrogation endorsements

Addressed to: Port of Oakland
Attn: Risk Management/PLIP Administrator
530 Water Street
Oakland, CA 94607

For any Consultant whose annual practice billings exceed \$20,000,000 the following provision applies: Consultant agrees to obtain and maintain professional liability (errors and omissions) insurance, with full prior acts coverage, with minimum limits of \$1,000,000 per claim. Each Consultant to whom this applies shall provide evidence of professional liability insurance in accordance by way of a certificate of insurance to the Port's PLIP Administrator and the Port's Risk Manager with written confirmation that Consultant's practice policy shall apply excess to the PPL Policy, either by way of endorsement, or written confirmation on Consultant's letterhead.

Proof of Coverage

With respect to the additional insurance coverage required to be provided above, Consultant with this signed contract shall provide to the Port's PLIP Administrator and the Port's Risk Manager, prior to the commencement of the Services, a certificate of insurance evidencing such insurance coverage on a standard ACORD form 25, or other form as required by the Port. The commencement of the Services by the Consultant or any of its Subcontractors or Subconsultants without compliance with this or any other requirement of this section shall not constitute a waiver of any right of the Port under this section nor a release or waiver of any duty or obligation owed by any Consultant or Subcontractors or Subconsultants. Upon the Port's request, the Consultant and/or its Subcontractors or Subconsultants shall submit to the Port copies of the actual insurance policies or renewals or replacements thereof. All policies of insurance are required to be obtained and maintained with A.M. Best-rated A-X (or higher) insurance companies satisfactory to the Port and shall provide thirty (30) days written notice of cancellation, non-renewal or reduction of coverage, except ten (10) days' notice of cancellation for non-payment of premium. Consultant shall pay all insurance premiums for such insurance, including any charges for required waivers of subrogation or the endorsement of additional insureds. Consultant's failure to deliver satisfactory evidence of coverage shall not be construed as a waiver of Consultant's obligation to provide the required insurance coverage. Consultant shall be responsible for obtaining satisfactory evidence of insurance coverage from each of its Subconsultants and submitting same to the Port prior to commencement of such Subconsultant's performance of services. The Port reserves the right to increase or decrease the required limits of liability or require additional coverages based on the type and scope of work or services performed.

General Provisions

Waiver of Subrogation

Consultant hereby waives all rights of recovery by subrogation against the Port, the PLIP Administrator, its or their officers, agents, or employees, and any other consultant, contractor, Subcontractor or Subconsultant performing work or rendering services on behalf of the Port in connection with the planning, development and construction of the Port's construction projects, to the extent any losses, claims or damages are covered by any policy of insurance available to Consultant, and further waives all rights of recovery for amounts paid which are not covered by insurance because of deductible clauses, inadequacy of limits of any insurance policy, or failure to maintain insurance as required herein. Consultant shall also require that all insurance policies related to the Services secured by Consultant or its Subconsultants include clauses providing that each insurance underwriter waives all of its rights of recovery by subrogation, or otherwise, against the Port and the PLIP Administrator, together with the same parties referenced immediately above. Consultant shall require similar written express waivers and insurance clauses from each of its Subconsultants. This provision shall apply to the Consultant, and its Subconsultants performing work or rendering services on behalf of the Port in connection with the planning, development and construction of the Port's construction projects. 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.

Failure to Maintain Insurance

Consultant shall indemnify and hold harmless the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, and their officers, agents, employees, consultants, and representatives, while acting in the scope of their authority, from all claims and liabilities arising out of the failure of Consultant, any of its Subcontractors or Subconsultants or any other entity or person for whom the Consultant may be responsible, to maintain the insurance coverages as described and required herein. The Port, in addition to its other remedies, may withhold Consultant'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 Consultant has not supplied the Port with required evidence of such insurance coverages.

Consultants are responsible for monitoring their Subconsultants' /Subcontractors' Certificates of Insurance. The Port of Oakland reserves the right to disapprove the use of Consultants or Subconsultants unable to meet the insurance requirements.

Certificates of Insurance evidencing compliance must be available to the Port of Oakland, or the OCIP Administrator upon request.

Sample Certificate of Insurance

Consultant is required to provide a Certificate of Insurance in form and limits required by contract and as sampled in this manual's Section 5 - Forms.

Note: Waivers Required

Consultant Workers' Compensation, General Liability, Automobile, Umbrella or Excess Liability, Property, Protection and Indemnity, Aviation and Environmental insurers must provide Waivers of Subrogation in favor of the Port of Oakland and other designated parties. General, Excess Liability, Protection and Indemnity and Aviation Policies must name the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, and their officers, agents, and employees, consultants and representatives, while acting in the scope of their authority as additional insureds. The policies must also state that coverage is primary and non-contributory.

CLAIM PROCEDURES

This section describes the basic procedures for reporting professional liability and identifying incidents that may have occurred on the Project Site.

Professional Liability Claims

- All Consultants and Subconsultants are to report not only claims, but also any incidents, circumstances or events which may reasonably be expected to give rise to a claim.
- Consultant shall complete the Notification of Occurrence/Incident or Claim (found in Section 5 - Forms) and fax copies.

Report Claims to:

Claims Management:	Bob Dixon Alliant Insurance Services, Inc. Los Angeles, CA 90071
---------------------------	---

	Office: 213-443-2453 Fax: 213-270-0981 bdixon@alliant.com
--	---

Copy To:	Port of Oakland Attn: Risk Management / PLIP Administration 530 Water Street Oakland, CA 94607 Phone: 510-627-1623 Fax: 510-627-1626 Email: ocip@portoakland.com
-----------------	--

- The Claims Management will report the incident to the Professional Liability Insurer.
- All such reports will be investigated, administered and/or defended pursuant to the provisions of the Professional Liability Policy.

Cross Claims

No cross claims, counter claims or claims among Contractors/Consultants, Subconsultants, and the Port of Oakland are allowed regarding any claim covered by the Professional Liability insurance, including claims within any self-insured retention.

Non-Professional Liability Claims (Automobile, Workers' Compensation, General Liability)

Report **all**
claims to your
insurance carrier
and the PLIP
Administrator.

No coverage is provided for any of the above noted accidents / incidents under the Professional Liability Insurance Program, nor under any other Port of Oakland insurance program, unless the Consultant / Subconsultant is eligible for and enrolled in these coverages. Regardless, in all cases, it is the sole responsibility of each Consultant and Subconsultant to report accidents/claims involving their automobiles to their own auto insurers.

HOWEVER, Consultants and Subconsultants shall provide to the PLIP Administrator copies of such claim reports of any injuries or accidents, including vehicular accidents, occurring in or around the job site.

FORMS / PROFESSIONAL LIABILITY INSURANCE

This section contains the forms needed for enrolling into the Professional Liability Insurance Program, notifying PLIP Administrator of completed work, reporting claims and incidents, and preparing your certificate of insurance.

This section contains the following forms:

Alliant Form-A	Professional Liability Insurance Program Form
Alliant Form-E	Notice of Work Completion Form
Alliant Form-G	Notification of Occurrence/Incident or Claim Form
Exhibit 1	Sample Certificate of Insurance

NOTE:

For assistance in completing these forms, please contact:

Port of Oakland's PLIP Administrator

Alliant Insurance Services

Phone: 510-627-1623

Fax: 510-627-1626

Email: ocip@portoakland.com

FORM – A**PROFESSIONAL LIABILITY INSURANCE PROGRAM FORM**

NOTICE - This form must be completed by Consultant with the signed contract. In addition, you must submit a Certificate of Insurance providing evidence of your coverages as required by the Port of Oakland.

Section I - Consultant Information

Company Name:	Full Address:
Main Phone#:	Main Fax#:
Federal ID#:	Company Entity Type (Circle): Corporation Partnership Sole Proprietor Limited Partnership JV LLC LLP other _____
Gross Annual Revenue:	For Fiscal Year Ending:

Section II - Resolution/Contract Information

Contract Number:		Award Date:		Contract Amount:	
Start Date:	(Check One) <input type="checkbox"/> Actual <input type="checkbox"/> Estimated	Completion Date:	(Check One) <input type="checkbox"/> Actual <input type="checkbox"/> Estimated		
Location of Work:					
Scope of Services:					

Section III - Contacts

Project Manager Name:	Phone#:	Fax#:	Email:
Contract Admin. Name:	Phone#:	Fax#:	Email:

NOTE – Consultants with annual billings that exceed \$20,000,000 and are not qualified as DBEs must provide evidence of a practice professional liability insurance policy with minimum limits of \$1,000,000 per claim, and are required to confirm the Consultant's practice policy applies excess to the PPL Policy (regardless of annual billings size) by letter or endorsement addressed to the Port's Risk Manager.

Sign and return this form with signed contract document and required certificate of insurance.

Signature: _____ Date: _____

Print Name: _____ Title: _____

FORM – E**NOTICE OF WORK COMPLETION FORM**

Consultant Name:	Contract Number:
Date This Contract Completed:	Date Work Completed:
Contact Name:	Contact Phone#:

Complete for all Subconsultants:

Subconsultant's Name	Contract Number:	Contract Completion Date:	Work Completion Date:

*Please attach separate form if you have additional subcontractors.

The undersigned acknowledges notification to the Port for completion of services as of the date indicated above for the specified Contract. Should we be required to perform additional services under this Contract, we will advise the PLIP Administrator immediately. If such notification is not provided, the undersigned understands that the additional work may be performed under our own insurance program and must provide the Port of Oakland with a Certificate of Insurance showing our own coverage as outlined in our contract.

Consultant Signature: _____

Print Name: _____ Date: _____

Approval Signature (Port of Oakland Project Engineer): _____

Print Name: _____ Date: _____

Please return by Email, Fax or Mail to:

Port of Oakland
Attn: OCIP Administrator
530 Water Street
Oakland, CA 94607

Port of Oakland
Attn: OCIP Administrator
Fax: (510) 627-1626
Phone: (510) 627-1623
Email: ocip@portoakland.com

FORM – G**NOTIFICATION OF OCCURRENCE/INCIDENT OR CLAIM FORM**

1. Consultant Name:		
2. Contact:	Phone#:	Fax#:
3. Project From Which This Claim Stems:		Contract#:
4. This Notification is: <input type="checkbox"/> a potential claim <input type="checkbox"/> from a summons and complaint served (as attached) Date of service: _____ <input type="checkbox"/> from other correspondence received (as attached) <input type="checkbox"/> from an incident or an event that could lead to a claim		
5. Date of Claim/Incident:		
6. Claimant Name:		
Claimant Address:		
Claimant Phone#:	Claimant Fax#:	
7. Other Parties Involved:		
8. Description of Incident:		
9. Incident Location (be as specific as possible):		
10. Were There Resulting Injuries? <input type="checkbox"/> YES <input type="checkbox"/> NO If Yes, Describe:		

Fax complete form to:

Bob Dixon
Fax: 213-270-0981
Email: bdixon@alliant.com

Port of Oakland
Fax: 510-627-1626
Email: ocip@portoakland.com



DATE (MM/DD/YYYY)

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 Consultant's Insurance Broker Name & Address	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS:		
INSURED Consultant's Name Consultant's Address	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A :	Insurance Carrier Name – AM Best Rated A-X (or higher)	
	INSURER B :	Insurance Carrier Name – AM Best Rated A	
	INSURER C :	Insurance Carrier Name – AM Best Rated A	
	INSURER D :	Insurance Carrier Name – AM Best Rated A	
	INSURER E :		
	INSURER F :		

REVISION NUMBER:

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

*Only required from Consultants with \$20,000,000 in annual billing or greater.

Re: Project Name and Contract #. The above coverage applies for all operations occurring on and/or off the Project Site. For General Liability and Auto Liability, The City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, and their officers, agents, and employees, consultants, representatives, while acting in their scope of authority are added as Additional Insured per endorsements equivalent to ISO Form CG 2010 (11/85). For all policies, coverage is primary and non-contributory. Waiver of Subrogation applies for all policies per Endorsement # attached.

CERTIFICATE HOLDER	CANCELLATION
<p>Port of Oakland Attn: Risk Management/PLIP Administrator 530 Water Street Oakland, CA 94607</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <hr/> <p>AUTHORIZED REPRESENTATIVE</p>

The ACORD name and logo are registered marks of ACORD

POLICY NUMBER: _____

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
The City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, and their officers, agents and employees, consultants and representatives while acting in the scope of their authority.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Exhibit 1 – SAMPLE CERTIFICATE OF INSURANCE

POLICY NUMBER XXXXXXXX
CONTRACTOR NAME

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM

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

Endorsement effective	
Named Insured	Countersigned by

(Authorized Representative)

SCHEDULE

Who is an insured is changed to includes as an "insured" the named insured listed below.

Insurance Company:

Additional Insured: The City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, and their officers, agents, and employees, consultants and representatives, while acting in the scope of their authority

Address:

Description of operations/vehicle As respects to all operations performed for or on behalf of the
Additional Insured

NOTE: Policy needs to reflect that THIS COVERAGE IS PRIMARY AND NON-CONTRIBUTORY and that a WAIVER OF SUBROGATION applies
--



PORT OF OAKLAND

**Port of Oakland OCIP Construction
Safety Standard Manual**

**RFP No.: 14-15/13, Pre-fabricated Restroom Facility at
Oakland International Airport Taxi Cab Lot**

Attachment 13

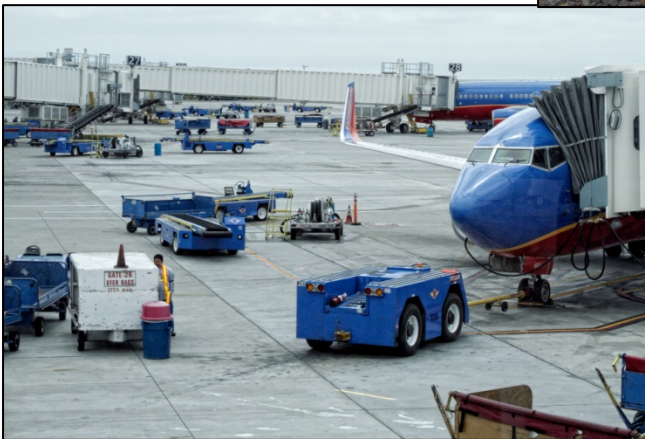
Port of Oakland Owners Controlled Insurance Program (OCIP) Construction Safety Standards Manual



PORT OF OAKLAND

Owner Controlled Insurance Program

CONSTRUCTION SAFETY STANDARDS MANUAL



In collaboration with



Effective 02/01/14

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, which can be accomplished through:

- ☐ Teamwork between the Port, the Program Manager, the Construction Manager, the Contractors & all Subcontractors.
- ☐ Personal commitment to the success of this project.
- ☐ Ownership of the work product by the workers.

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 team-up to ensure that strong safety measures are incorporated by all workers into each work task.

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 conclusive. 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.

Accident prevention is a continuing process, not a fixed program. The OCIP Safety Team recognizes that contractors/subcontractors, of any tier, may have their own specific safety requirements. It is the responsibility of the contractor/subcontractor, of any tier, to identify to the OCIP Safety Team how their program may deviate from the guidelines set forth in this manual prior to any deviation.

While it is the responsibility of each individual to work safely, it is ultimately the contractors'/subcontractors' 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 and subcontractor are charged with the responsibility for developing, adhering to, and enforcing the safety and loss prevention program.

B. Safety Director Operations Safety Committee

The Safety Director and Stakeholders Committee shall meet on a monthly basis and shall include each CM, Contractor, Project Manager, Sub-Contractor, OCIP, and Owner safety representatives. The responsibilities of the committee shall include;

- a. Review the performance of the safety program
- b. Develop project specific goals and objectives
- c. Incident review
- d. Open safety observation notices and program trends
- e. Construction plans and job hazard analysis for upcoming work
- f. Status updates on Environmental Performance Commitment
- g. Sharing best practices

C. 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.

OCIP Administrator will monitor the project Site Specific Safety Plan.

The OCIP Administrator On-Site Safety Representative is a technical advisor to The Owner and is a resource to the contractors/subcontractors on site. The On-Site Safety Representative will assist the owner in monitoring compliance with all policies and procedures established for the project.

D. 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. Firm or entity that has Employees working on site and is enrolled in the OCIP program. 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.

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.

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. PRIME CONTRACTOR

The Prime 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 contractors and their employees incorporate safety and health standards into all design and construction phases of the Project.

The Prime 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 contractor's 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 contractors 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 Prime/General 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. ALL CONTRACTORS/SUB CONTRACTORS SHALL:

- a. As a condition of their contract, assume responsibility for the safety/health of their employees & subcontractors employees, and other persons on the Work Site.
- b. 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.
- c. 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.**
- d. 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.
- e. 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.

f. Have their safety representative participate in the weekly safety walk-through meetings and pre-construction coordination meetings.

Ensure that:

- a) 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.
- b) **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.
- c) Employees shall not engage in practical jokes and/or horseplay.
- d) 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.
- e) 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.
- f) Each contractor 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.
- g) Contractors are responsible for maintaining clean working areas at all times and periodically removing construction debris.
- h) 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 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 Contractor 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 and the Contractor's and Subcontractor's safety representatives.

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 contractor or subcontractor receives a Safety Observation, 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.

Subcontractor safety violations corrective action forms must also be submitted to the Contractors Safety Representative.

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. Provide technical expertise to the Port, the Contractor and all Subcontractors in regards to construction safety management. Standards and manufacturers' guidelines interpretation.
11. Serve as a training resource to the Port, the Contractor and their Subcontractors' employees.
12. 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.
13. Update the Port's written Construction Safety Standards Manual as needed.
14. Assist the Contractor in the development of suggested light duty work and prompt the use of the light duty - early return to work program.
15. 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 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 Port, 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 contractors 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: The 6' fall requirements of this section, excludes work from ladders and work around excavations.

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 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. Danger Signs and Tags. Locate and mark buried utilities before drilling or excavating. Be alert to and strictly obey all warning and danger signs around electrical apparatus. Do not close a switch that has a danger tag on it signed by or placed there by someone else. Follow all Lockout/Tagout procedures.(LOTO). For operations that will involve Port of Oakland electrical equipment, ensure adequate coordination and communication with the appropriate personnel is made and maintained.

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.

- b. Electrical Hazards. Do not use extension cords or any power tools or equipment when the cords are frayed, worn out or the wires are bare. Report such hazards to your foreman or turn the equipment in for repair. Do not run electric cords through water puddles or concealed spaces nor stand in water when operating electrical devices. Do not place cords where vehicular traffic may damage the insulation.

Maintain the appropriate clearance from overhead power lines. Contact the utility company for information regarding minimum clearance from high voltage power lines.

No contractor shall permit an employee to work in such proximity to any part of an electric power circuit that he 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. Temporary power lines, switch boxes receptacle boxes, metal cabinets, and enclosures around equipment shall be plainly marked to indicate the maximum operating voltage.

Plugs and receptacles shall not be interchangeable between circuits with different voltage and current ratings.

- c. Grounded. Do not use electric power tools or equipment that is not properly grounded. Use only three wire grounded receptacles and extension cords. All Portable generators and lights which supply power to exterior equipment shall be grounded in accordance with the manufactures and Cal OSHA regulations. 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.

- d. Qualification. Only qualified electricians are permitted to install, repair or remove electrical wiring or equipment. Only Licensed electricians are allowed to work on systems with 600 volts or more. Obtain permits, licenses, or right of entry as required through local or state authorities.

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.

All installations shall comply with OSHA, the NFPA 70E, and National Electrical Safety Code. Live parts of wiring or equipment shall be effectively guarded to protect all persons or objects from harmful contact.

- e. Temporary Lighting. 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.

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. Temporary lighting shall conform to local agency requirements.

- f. Welding. Switching equipment for shutting down the welding machine shall be provided on or near the welding machine.

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.

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

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 manual's 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.

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 General 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. General Contractor

In administering the Excavation Safety Program, **the General 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. General Contractor or Subcontractor

The **Responsible Person** acts as the competent person for **the General 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 or the Port of Oakland Engineer** 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 General 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(s) 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. **General Contractor, subcontractor and Port of Oakland OCIP** policy on reporting incidents that causes injury to employees.

E. Training and Duties of Site Management

The General 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 General 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.
1. 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.
2. 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.

3. 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.
4. 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.
5. 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.
 - c. 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

- g. Shield systems shall not be subjected to loads that are greater than those they are designed to withstand.
- h. 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.
- i. Employees shall be protected from the hazard of cave-ins when entering or exiting the areas protected by shields.
- j. 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 General 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 General 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 lifts 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 all Contractors 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.

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,

pipng, 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.

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. Guardrails and toe boards shall be installed on all open sides and ends of platforms more than 6 feet above the ground or floor.
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 longspan 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.
- n) Pendant lines, catenary lines and other lines used to secure workers shall be capable of supporting a minimum weight of 5000 pounds.
- o) If the procedure specified in (1) above is impractical, perimeter safety nets shall be installed at a distance of no more than 25 feet below the work surface and extend at least 8 feet beyond the perimeter of the building or structure. Nets shall meet the requirements set forth in accordance with [Sections 1671 and 1672] of Cal-OSHA Article as stated above.

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**.

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 to Project Management one week prior to any hazardous substance being brought on site. Project Management 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 place 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 sever weather hazards and steps to guard against the hazards?			
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) a. spaces containing a portable fuel tank?	Yes	No	N/A
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?	Yes (1)	No	N/A
	(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?	Yes (1)	No	N/A
	(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) a. when extended trips (more than 2 hours) are made from the work site?	Yes	No	N/A
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)

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Contractor Inspector Signature

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Contractor QC/ Safety Officer / Project Manager Signature

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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 OCIP Administrator 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;
- (b) 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 is:

- 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 Contractor's 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.
 - VI. As per the instruction in the OCIP Manual complete the appropriate OCIP insurance carrier's reporting and investigation forms. First fax then mail, within 12 hours, the completed and signed insurance forms to the appropriate parties as per the direction in the manual.
 - VII. 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.

VIII. 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. Contractor 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.
As soon as time permits notify the Contractor Project Manager of the serious accident or emergency conditions.
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 contractors 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 contractors 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 unless specifically prohibited by the terms of a Collective Bargaining Agreement. 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:													Hazard Classification / Rating Class A Hazard: A condition or practice with substantial probability of serious injury, death, loss of body parts, permanent disability, extensive loss of structure, equipment or material Class B Hazard: A condition or practice likely to cause serious injury or illness resulting in temporary disability or property damage that is disruptive but not extensive Class C Hazard: A condition specifically determined not to be of a serious nature, but has a relationship to safety. A condition likely to cause minor injury.				
Date:													Corrected (C): Contractor corrected Hazard during survey Non-Corrected (NC): Contractor required to submit Corrective Action Form				
Inspected By: Moe Davis																	
Contractor / Subcontractor:																	
	Observation	C/NC	Hazard Rating	Observation	C/NC	Hazard Rating	Observation	C/NC	Hazard Rating	Observation	C/NC	Hazard Rating	Observation	C/NC	Hazard Rating	Good Job	Comments
Comp. gases/Flammables/Combustibles																	
Competent Person																	
Confined Space																	
Cranes/Rigging/Inspections																	
Dangerous Act, Area-Procedure																	
Electrical Safety - Low Voltage <600v/Its																	
Electrical Safety - High Voltage >600v/Its																	
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.																	

[illegible]



PORT OF OAKLAND

Professional Services Agreement

**RFP No.: 14-15/13, Pre-fabricated Restroom Facility at
Oakland International Airport Taxi Cab Lot**

Attachment 14

Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

Between



And

[CONSULTANT]

**(Pre-fabricated Restroom Facility at
Oakland International Airport Taxi Cab Lot)**

(Contract No. _____)

Dated

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CONTRACT FOR PROFESSIONAL SERVICES

CONSULTANT **(Supply Restroom Facility for the Oakland International Airport Taxi Cab Lot)**

THIS CONTRACT FOR PROFESSIONAL SERVICES ("Contract") is entered into on _____, between the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners ("Port"), and **CONSULTANT** ("Consultant"), identified on Appendix D, who agree as follows:

1. SCOPE OF PROFESSIONAL SERVICES.

The Consultant shall perform all services described in Appendix A ("Services"), for the compensation set forth in Appendix B ("Payment"), which appendixes are attached and made a part of this Contract.

2. TERM.

This Contract shall become effective upon its execution by Consultant and by Port (including approval by the Port Attorney). All Services whenever performed shall be deemed performed under this Contract, and all compensation paid to Consultant on account of the Services performed shall be deemed as payments of the Compensation.

3. STANDARD OF PERFORMANCE.

Consultant represents that it possesses all necessary training, licenses and permits to perform the Services, and that its performance of the Services will conform to the standard of practice of a professional that specializes in performing professional services of like nature and complexity of the Services.

4. SUBCONSULTANTS.

Consultant shall perform the Services using the persons and subconsultants listed in Appendix A. Consultant shall hire only qualified persons or firms who are experienced in performing work of like nature and complexity to the Services, and who agree to be bound to the terms of the Contract to the extent of this scope of services. Consultant may substitute personnel or subconsultants prior to any such subconsultants commencing work only upon the Project Manager's written consent, which may be withheld or delayed in Port's discretion.

The Port of Oakland, as a Department of the City of Oakland, participates in the California Public Employees' Retirement System ("CalPERS"), and the use of any consultant or sub-consultant employees who have retired from a CalPERS agency shall be in compliance with applicable CalPERS rules and regulations.

5. INDEMNIFICATION AND LIABILITY.

5.1 To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782, 2782.6 and 2782.8), Consultant shall defend (with legal counsel chosen or approved by the Port Attorney), indemnify and hold harmless Port and its officers, agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without

limitation, injury to or death of an employee of Consultant or its Subconsultants), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, paralegal and attorneys' fees (including costs attributable to in-house paralegals and attorneys), Port staff costs, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise from or relate to, directly or indirectly, in whole or in part, from: (1) the Services under this Agreement, or any part thereof, or (2) any negligent act or omission of Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in whole or in part by the sole negligence, active negligence, or willful misconduct of such Indemnitee, but shall apply to all other Liabilities.

5.2 Consultant shall defend (with legal counsel chosen or approved by the Port Attorney), indemnify and hold harmless the Indemnitees from all loss, cost, damage, expense, liability or claims, in law or in equity, including paralegal and attorneys' fees (including costs attributable to in-house paralegals and attorneys), Port staff costs, court costs, litigation expenses and fees of expert consultants or expert witnesses, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by Port, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement.

6. NOTICES.

The Port and Consultant shall provide notices to the other in the form of a writing, sent by facsimile and by U.S. Mail. If to the Port, it shall be addressed to the Project Manager (identified on Appendix E) at:

**Port of Oakland
530 Water Street
Oakland, CA 94607**

**651 Maritime Street
Oakland, California 94607**

or to such other place as the Port may such similar notice in writing designate. If to the Consultant, the same shall be addressed to the individual and address noted on Appendix D hereto or to such other place as the Consultant may by such similar notice in writing designate.

7. INSURANCE.

At its own expense, the Consultant shall maintain in force during the term of this Agreement insurance type(s) and in the amount(s) required by Appendix C hereof.

8. INDEPENDENT CONTRACTOR.

Consultant shall at all times be deemed an independent contractor wholly responsible for the manner in which it performs the Services, and fully liable for the acts and omissions of its employees, subconsultants and agents. Under no circumstances shall this Contract be construed as creating an employment, agency, joint venture or partnership relationship between Port and Consultant, and no such relationship shall be implied from performance of this Contract. Terms in this Contract referring to direction from Port shall be construed as providing for direction as to policy and the result of services only, and not as to means and methods by which such a result is obtained. Consultant shall pay all taxes (including California sales and use taxes) levied upon this Contract, the transaction, or the Services and/or goods delivered pursuant hereto without additional compensation, regardless of which party has liability for such tax under applicable law, and any deficiency, interest or penalty asserted with respect thereto. Consultant represents that it will collect, report, and pay all sales and or use taxes to the State Board of Equalization.

Upon full payment, the Consultant will issue the Port a receipt pursuant to California Revenue and Taxation Code Section 6203, relieving the Port of all liability for any tax relating to the scope of this Agreement. The Consultant shall pay all other taxes including but not limited to any applicable City of Oakland business tax, not explicitly assumed in writing by the Port hereunder. The Consultant shall comply with all valid administrative regulations respecting the assumption of liability for the payment of payroll taxes and contributions as above described and to provide any necessary information with respect thereto to proper authorities.

9. CONFLICT OF INTEREST; CONFIDENTIALITY.

9.1 Consultant represents that it is familiar with Section 1090 and Section 87100 et seq. of the Government Code of the State of California, and that it does not know of any facts that constitute a violation of said sections.

9.2 Consultant represents that it has completely disclosed to Port all facts bearing upon any possible interests, direct or indirect, which Consultant believes any member of Port, or other officer, agent or employee of Port or any department presently has, or will have, in this Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute ground for termination of this Agreement by Port for cause. Consultant agrees to comply with all conflict of interest codes adopted by the City of Oakland and Port of Oakland and their reporting requirements.

9.3 Consultant covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of Services required under this Agreement. Without limitation, Consultant represents to and agrees with the Port that Consultant has no present, and will have no future, conflict of interest between providing the Port the Services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the Port, as determined in the reasonable judgment of the Port. The provisions of this Section 9 shall remain fully effective indefinitely after termination of Services to the Port hereunder.

9.4 Consultant acknowledges and agrees that, in the performance of the Services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information which may be owned or controlled by Port and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to Port. Consultant agrees that all information disclosed by Port to or discovered by Consultant shall be held in strict confidence and used only in performance of the Agreement. Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Consultant would use to protect its own proprietary data, and shall not accept employment adverse to the Port's interests where such confidential information could be used adversely to the Port's interests. Consultant agrees to notify the Port immediately in writing if it is requested to disclose any information made known to or discovered by Consultant during the performance of or in connection with this Agreement.

9.5 Any publicity or press releases with respect to the Project or Services shall be under the Port's sole discretion and control. Consultant shall not discuss the Services or Project, or matters pertaining thereto, with the public press, representatives of the public media, public bodies or representatives of public bodies, without Port's prior written consent. Consultant shall have the right, however, without Port's further consent, to include representations of Services among Consultant's promotional and professional material, and to communicate with persons or public bodies where necessary to perform under this Agreement.

9.6 The provisions of this Section 9 shall remain fully effective indefinitely after termination of Services to the Port hereunder.

10. SUSPENSION AND TERMINATION OF SERVICES.

(i) Port may direct Consultant to suspend, delay or interrupt Services, in whole or in part, for such periods

of time as Port may determine in its sole discretion. Port may issue such directives without cause. Port will issue such directives in writing. Suspension of Services shall be treated as an excusable delay. (ii) Port may terminate performance of the Services under this Contract in whole, or from time to time in part, for default, should Consultant commit a material breach of this Contract, or part thereof, and not cure such breach within ten (10) calendar days of the date of Port's written notice to Consultant demanding such cure. In the event Port terminates this Contract for default, Consultant shall be liable to Port for all loss, cost, expense, damage and liability resulting from such breach and termination. (iii) Port may terminate performance of the Services under this Contract in whole, or from time to time in part, for convenience, whenever Port determines that such termination is in Port's best interests. In the event Port terminates this Contract for convenience, Consultant shall be entitled to recover its costs expended up to the termination plus reasonable profit thereon to the termination date, but may recover no other cost, damage or expense.

11. OWNERSHIP OF WORK PRODUCT.

Any interest (including copyright interests) of Consultant or its subcontractors or subconsultants, in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Consultant or its subcontractors or subconsultants in connection with the Services, shall become the property of the Port. To the extent permitted by Title 17 of the United States Code, work product produced under this Contract shall be deemed works for hire and all copyrights in such works shall be the property of the Port. With Port's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities.

12. AUDIT/INSPECTION OF RECORDS.

12.1 Consultant shall maintain all documents and records prepared by or furnished to Consultant during the course of performing the Services for at least three (3) years following completion of the Services, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Such records include, but are not limited to, correspondence, internal memoranda, calculations, books and accounts, accounting records documenting its work under its Contract, and invoices, payrolls, records and all other data related to matters covered by this Contract. Consultant shall permit Port to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of Contract shall have the same rights conferred to Port by this section. Such rights shall be specifically enforceable.

12.2 The Consultant shall maintain full and adequate records in accordance with Port requirements to show the actual costs incurred by the Consultant in the performance of this Agreement. If such books and records are not kept and maintained by Consultant within a radius of (60) miles from the offices of the Port at 530 Water Street, Oakland, California, Consultant shall, upon request of the Port, make such books and records available to the Port for inspection at a location within said fifty (50) mile radius or Consultant shall pay to the Port the reasonable, and necessary costs incurred by the Port in inspecting Consultant's books and records, including, but not limited to, travel, lodging and subsistence costs. Consultant shall provide such assistance as may be reasonably required in the course of such inspection. The Port further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the Port, and the Consultant shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any matter whatsoever for three (3) years after the Port makes the final or last payment or within three (3) years after any pending issues between the Port and Consultant with respect to this Agreement are closed, whichever is later.

12.3 If the Consultant's books and records have been generated from computerized data, Consultant agrees to provide the Port or its representative extracts of data files in a computer readable format on data disks, e-mail with attached files or suitable alternative computer data exchange formats. The Consultant should not charge the Port for the reasonable use of the Consultant's photocopying machine while conducting the audit, nor for any cost of retrieving, downloading to diskette, and or printing any records or transactions stored in magnetic, optical, microform or other media.

12.4 Consultant agrees, upon commencement of an audit by or on behalf of the Port pursuant to this Section 12 (an "Audit"), to toll for the Tolling Period (as defined below) all applicable periods of any statutes of limitations, laches or other defenses based on the Port's failure to file an action during the Tolling Period with regard to any matter arising out of the Audit. Such tolling shall commence on the Port's written notice to the Consultant that the Audit has commenced (the "Tolling Effective Date") and shall end four years after the date that the Port delivers to the Consultant a written copy of the Port's final findings on the Audit or on such later date as may be set forth in a written agreement between the parties (the later of such dates is the "Tolling Termination Date," and the period commencing on the Tolling Effective Date and ending on the Tolling Termination Date is the "Tolling Period"); provided, however, that the Tolling Period shall in no event be in excess of the time provided for in California Code of Civil Procedure § 360.5. Consultant agrees not to assert the defense of laches, statute of limitations or any other defense based upon the Port's failure to timely file an action during the Tolling Period with regard to any matter arising out of the Audit. Notwithstanding the foregoing, the tolling agreement set forth in this paragraph shall be inadmissible to determine liability or damages or any issue in dispute (other than the Tolling Period) under the Audit, whether before regulatory bodies, alternative dispute resolution proceedings or state or federal courts.

13. NON-DISCRIMINATION.

Consultant acknowledges that it has received and reviewed a copy of the most current version of the Port of Oakland's Unlawful Harassment Policy and Procedures. The purpose of these procedures is to provide an effective and expedited system of resolving allegations of employment discrimination and prevention of unlawful harassment in the workplace. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry age (over 40), physical or mental disability, cancer-related medical condition, a known genetic pre-disposition to a disease or disorder, veteran status, marital status, or sexual orientation. Consultant shall take affirmative action to ensure that applicants and employees are treated fairly. Such action shall include, but not be limited to the following: hiring, upgrading, recruitment, advertising, selection for training, including apprenticeship, demotion, transfer, compensation, lay-off or termination, or any other term or conditions of employment.

14. DISPUTES.

Consultant shall continue its work throughout the course of any dispute, and Consultant's failure to continue work during a dispute shall be a material breach of this Contract.

15. CALIFORNIA LAW.

This Contract shall be deemed to have been executed in the City of Oakland, Alameda County, California. Enforcement of this Contract shall be governed by the laws of the State of California, excluding its conflict of laws rules. The exclusive venue for all litigation arising from or relating to this Contract shall be in Alameda County, California. Should any clause, provision or aspect of this Contract be determined at any time to be unenforceable or in contravention of law, then the remaining clauses and provisions of this Contract shall be enforceable to the fullest extent permitted by law and construed to give effect to fullest extent possible the intent of this Contract.

16. NO THIRD PARTY BENEFICIARIES.

Except as expressly provided in this Contract, nothing in this Contract shall operate to confer rights or benefits on persons or entities not party to this Contract. Time is of the essence in the performance of this Contract.

17. ENTIRE CONTRACT.

This Contract and any written modification shall represent the entire and integrated agreement between the parties hereto regarding the subject matter of this Contract, shall constitute the exclusive statement of the terms of

the parties' agreement, and shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of this Contract or written modification. All prior negotiations are merged into this Contract and shall be inadmissible in any enforcement of this Contract.

18. NO WAIVER.

The granting of any progress payment, and any inspections, reviews, approvals or oral statements by any Port representative, or certification by any governmental entity, shall in no way limit Consultant's obligations under this Contract. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Contract, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof. This Contract may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of Port and Consultant.

19. STATUTES OF LIMITATION.

As between the parties to this Contract, any applicable statute of limitations for any act or failure to act shall commence to run on the date of Port's issuance of the final Certificate for Payment, or termination of this Contract, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

20. COVENANT AGAINST CONTINGENT FEES:

20.1 Consultant warrants that no person or agency has been employed or retained to solicit or obtain the Agreement 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 Agreement or deduct from the contract price or otherwise recover from Consultant the full amount of the contingent fee.

20.2 As used in this Section, "bona fide agency" means an established commercial or selling agency, maintained by Consultant for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Port contracts nor holds itself out as being able to obtain any Port contract or contracts through improper influence.

20.3 As used in this Section, "bona fide employee" means a person, employed by Consultant and subject to Consultant's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Port contracts nor holds itself out as being able to obtain any Port contract or contracts through improper influence.

20.4 As used in this Section, "contingent fee" means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Port contract.

20.5 As used in this Section, "improper influence" means any influence that induces or tends to induce a Port Commissioner, employee or officer to give consideration or to act regarding a Port contract on any basis other than the merits of the matter.

21. SEVERABILITY.

Any provision or portion thereof of this Contract prohibited by, or made unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions or portions thereof of this Contract. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Contract may be deemed to be a valid and binding agreement enforceable in accordance with its terms to the greatest extent permitted by applicable law.

22. COMPLIANCE WITH LAWS.

22.1 Consultant represents that it will comply with all applicable laws, ordinances, general rules or regulations, permits, or land use restrictions or limitations at any time applicable thereto of any public or governmental authority, including the City and the Port, including but not limited to 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”) in the performance of the Services, regardless of whether such laws are specifically stated in this Agreement and regardless of whether such laws are in effect on the date hereof. Consultant shall comply with all security requirements imposed by authorities with jurisdiction over the Project (including, but not limited to, Federal Aviation Administration, U.S. Department of Transportation, and other government agencies), and will provide all information, work histories and/or verifications as requested by such authorities for security clearances or compliance.

22.2 Consultant further represents that all plans, drawings, specifications, designs and any other product of the Services will comply with all applicable laws, codes and regulations, consistent with the standard of care in this Agreement.

22.3 Consultant, as a condition of execution of this Contract certifies under penalty of perjury and as a condition of payment of its invoice(s) for service provided under this Contract as follows:

- a. All Employees, as defined respectively under Port Ordinance No. 3666, and Section 728 of the Charter of the City of Oakland (Hereinafter “Living Wage laws”), as amended from time to time, engaged in Covered Activities (as defined in the respective Living Wage laws) shall be compensated in compliance with the requirements of the respective and applicable Living Wage laws;
- b. Claims, records and statements relating to Consultant’s compliance with the Living Wage laws are true and accurate, and are made with the knowledge that the Port will rely on same, and that they are submitted to the Port for the express benefit of Consultant’s employees engaged in Covered Activities;
- c. Should the Living Wage laws not apply to Consultant at the time this Contract is entered into, but thereafter become applicable, Consultant will comply with all of its obligations under the respective Living Wage laws, when applicable; and
- d. All terms used in this Section 22.3 and not defined shall have the meaning ascribed to such terms in the respective applicable Living Wage laws.

23. AGENT FOR SERVICE OF PROCESS.

Pursuant to California Code of Civil Procedure, Section 416.10, Consultant hereby designates an agent for service of process as identified in Appendix D hereto.

Consultant may at any time designate a new agent for service in the State of California by providing written notice, duly executed in the same manner as this Agreement, of the full name and address of its new agent. Unless otherwise agreed in writing by the Port of Oakland, no attempt to revoke the agent's authority to receive service shall be valid unless Port of Oakland has first received a duly executed designation of a new agent meeting the requirements of California law.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day first mentioned above.

CITY OF OAKLAND, a municipal corporation, acting by and through its Board of Port Commissioners,

By _____
J. CHRISTOPHER LYTLE
Executive Director

Date: _____

CONSULTANT,
a California corporation,

By _____
Authorized Signature

Print Name and Title
(If Corporate: Chairman, President or Vice President)

Date: _____

Attest _____
Authorized Signature

Print Name and Title
(If Corporate: Secretary, Assistant Secretary,
Chief Financial Officer, or Assistant Treasurer)

Date: _____

Approved as to form and
legality this _____ day of
_____ 2014.

DANNY WAN
Port Attorney

Port Resolution No. _____

P.A.#: _____

**THIS AGREEMENT SHALL NOT BE VALID
OR EFFECTIVE FOR ANY PURPOSE
UNLESS AND UNTIL SIGNED BY THE PORT
ATTORNEY .**

APPENDIX A – SCOPE OF SERVICES

This is an appendix attached to, and made a part of, the Contract dated _____, between the City of Oakland acting through its Board of Port Commissioners (“Port”) and CONSULTANT (“Consultant”) for the provision of professional services.

SCOPE OF WORK

1. Project Description

1.1 Conceptual Program

Consultant shall provide complete restroom facility design, fabrication, transportation and installation, all for a total board approved not to exceed amount of \$_____. The Consultant shall perform all required engineering required for the complete design and permitting of the restroom facility. The Port will review design as defined below and provide input as necessary in a timely manner. The Consultant shall fabricate, transport, and assemble/install the restroom facility on site following Port approval of final design and receipt of City of Oakland Building Permit(s). Consultant shall review Site Plans attached as Appendix H and identify exact location requirements for utility stub-outs and grading requirements within the restroom facility footprint. The Port shall then perform the site work identified on the Site Plans as modified per Consultants input prior to installation.

1.2 Professional Services

Unless specifically excluded in this Contract, Consultant shall provide to Port all professional services necessary to perform the design, build and installation services. Services will include, but are not limited to, providing all necessary professional designing, requisitioning, and labor services required to complete the project.

1.3 Milestone Schedule

Consultant timetable for the Services shall be as follows:

- Preliminary drawings and material submittals – 21 calendar days from NTP
- Consultant Input to Port Site Plan- 40 calendar days from approval of submittals
- Engineering and Shop Drawings, Final Plans and Specifications – 30 calendar days from approval of submittals
- Delivery of Restroom – Within 60 business days from approval of Engineering and Shop Drawings and City of Oakland Building Permit(s)
- Final Completion – Within 15 calendar days of delivery

1.4 Criteria Governing Consultant’s Service

The Project shall be developed and designed to meet all applicable and the most current codes, laws, regulations, and professional standards.

Unless otherwise permitted in writing by Port, Consultant shall not specify unique, proprietary or sole source equipment, systems or materials. In the event Consultant requests a proprietary or sole

source design or equipment, Consultant shall provide Port with a written evaluation of whether all periodic maintenance and replacement of parts, equipment or systems, can be performed normally and without excessive cost or time. Port will consider such evaluation in making its decision.

1.6 Weekly Progress Report

Consultant will provide weekly updates on progress. Frequency of the updates may be adjusted only if it has been mutually agreed upon with both the Port and the Consultant. Updates may be provided via electronic mail. If questions arise during the course of work, the Consultant will contact the designated Port staff. The Consultant must be able to provide high-resolution digital photographs of fabrication progress upon request, and transmit them via electronic mail to the Port.

1.7 Project Management

- 1.7.1 Consultant will assign a Project Manager to the Port to act as a single point of contact for the design and completion. The Project Manager must be able to influence project schedules, provide cost information, and answer questions posed by Port staff.
- 1.7.2 The Port will assign a Project Manager to the Consultant as a single point of contact for the contractor design and completion project. The Ports Project Manager shall be able to influence schedule, and approve the design (approving the design per specified user need, not structural, code compliance, or mechanical capability), cost and any changes needed to be made to the schedule, design and cost. The Consultant shall only take direction and receive approval from the Port Project Manager or Port staff as approved by the Port's Project Manager.

2. Progress Payment Schedule

Consultant will provide invoices as follows: _

- Preliminary drawings and material submittals – 5%
- Final approval of Engineering , Shop Drawings, Final Plans and Specifications and receipt of City of Oakland Building Permit(s)– 10%
- Midpoint of fabrication following site visit by Port staff- 15%
- Delivery/installation of Restroom facility and acceptance by Port as being substantially complete– 60%
- Final Completion and acceptance by Port – 10%

3. Design Development Phase. After receipt of Port's written approval and award of the project, Consultant shall proceed as follows.

3.1 Preliminary Design Phase

- 3.1.1 Preliminary Design Phase shall include design meetings with the Port Project Manager and associated Port staff to review the Port design criteria attached as Appendix F.



- 3.1.2 Consultant shall submit preliminary drawings and material submittals for Port's approval.
- 3.1.3 Preliminary drawings and material submittals shall incorporate Port's program requirements and shall include architectural and structural concepts and details, elevations, sections, fixtures, components, materials and finishes necessary to describe the restroom facility. Consultant shall revise and resubmit preliminary drawings and material submittals in order to incorporate the Port's review comments as necessary to ensure that the Port's design criteria is being met.
- 3.1.4 The Consultant shall mark up the Port's Site Plan to indicate the exact location requirements for all required utility stub-outs. Consultant shall also provide instruction on all necessary grading requirements to accommodate the restroom facility slab and foundation design.

3.2 Engineering , Shop Drawings, Final Plans and Specifications

Consultant shall prepare and submit to Port Engineering calculations, Shop Drawings, Final Plans and Specifications once preliminary design is approved. Consultant shall revise these documents as necessary to be consistent with the requirements and criteria established by Port. These documents shall include the following:

- 3.2.1 Plans (architectural, structural, mechanical, electrical and plumbing) and shop drawings and specifications sufficient to fix and illustrate the restroom facilities scope and character in it's entirety.
- 3.2.2 Provide AutoCAD files of all Plans including shop drawings, as-built and all record drawings. Drawings shall be consistent with the Port's AutoCAD standards that will be made available to Consultant. Calculations and specifications shall be in pdf format.
- 3.2.3 Consultant shall provide to Port for its approval a color and materials board, samples of textures and finishes of all materials proposed in the Work.
- 3.2.4 Final engineering calculations for all structural and electrical loading elements. The Port will not be responsible for reviewing and approving the engineered calculations.
- 3.2.5 Consultant shall be responsible for submitting and applying for and obtaining City of Oakland Building Permit(s) following the Port approval of Final Plans and Specifications. Consultant shall incorporate any changes resulting from the Building permit review process into the project at no additional cost to the Port.

4. Project Schedule

- 4.1 Project schedule shall show the preliminary design and final design phases, City of Oakland Building Permit process, production start date, significant milestones, inspection dates, delivery date, on-site assemble/installation and commisioning.

5. Build Phase. After receipt of Port's written approval of Final Plans and Specifications, and receipt of City of Oakland Building Permit, the Consultant shall begin the fabrication and assembly of the restroom



facility.

5.1 Building

- 5.1.1 The Consultant shall fabricate and assembly the restroom facility on the basis of the Port approved Final Plans and Specifications and City of Oakland Building Permit requirements.
- 5.1.2 The Port will reserve the right to inspect the restroom facility at any time during the build phase as per paragraph 1.7.3. The Port will coordinate with the Consultant regarding scheduling the inspection.
- 5.1.3 If at anytime issues arise during fabrication and assembly that may force delays in the schedule, contact the Port project manager immediately to discuss and for direction.

5.2 Delivery

- 5.2.1 Upon completion of the restroom facility, the Consultant shall contact the Port for final inspection of the restroom facility prior to transportation and delivery.
- 5.2.2 The Consultant shall be responsible for transporting the restroom facility from their facility to the designated location shown on the Site Plan following Port inspection and approval.

5.3 Installation and Commissioning

- 5.3.1 The Consultant shall be responsible for the installation and commissioning of the restroom facility following delivery.
- 5.3.2 The installation shall include, but is not limited to, connection of facility to existing utilities.
- 5.3.3 All work performed on Port of Oakland property shall comply with the Port's MAPLA requirements attached as part of Appendix G.

6. Consultant's Representations and Warranties

5.1 Consultant is familiar with all federal, state and local laws and regulations (including, without limitation, all applicable standards described in the Specifications) that in any manner may affect the cost, progress or performance of furnishing the restroom facility, or which relate to any aspect of the means, methods, techniques, sequences or procedures of manufacturing and testing to be employed by Consultant and safety precautions and programs incident thereto.

5.2 Consultant has the expertise, design, manufacturing and testing capabilities, and financial capabilities to perform and complete all obligations under the Procurement Documents.

5.3 Consultant is and will be at all times be fully qualified and capable of providing the restroom facility in conformity with the requirements of the Procurement Documents, and possesses or will timely obtain all necessary licenses and/or permits required to provide restroom facility.

The Goods required to be provided by Consultant under this Procurement Agreement shall be delivered free and clear of all liens, rights of conditional sellers, encumbrances, and claims of laborers or materialman, and in conformance with the requirements in the Procurement Documents. Title will pass upon delivery and not shipment

7. **Additional Services.** All Services identified in the foregoing sections of this Appendix A are “Basic Services”. The Port may request Consultant to provide services in addition to the Basic Services, or otherwise required to be performed by Consultant under this Contract (“Additional Services”). These include major revisions in the scope of work of previously approved Plans, Specifications and other documents due to causes beyond the control of Consultant and not due to any errors, omissions or failures on the part of Consultant to carry out obligations otherwise set forth in this Contract. Consultant shall provide Port with written notice of all claims to Additional Services prior to performing such work, and Additional Service compensation shall be agreed to through either a written addendum or amendment to this Contract prior to performing such work. (Under no circumstances shall Additional Services be deemed to include revisions or changes to the design made necessary by Consultant’s errors, omissions or conflicts of any type in Consultants Plans and Specifications prepared; and all such services shall be performed at no cost to Port. Nor shall Additional Services include work performed prior to written notice and written agreement upon the Additional Services.)

COMMENCEMENT AND TERM:

Subject to the provisions of this Agreement, the contract will be in effect commencing on _____ through _____.

CONTRACTOR



APPENDIX B – PAYMENT

This is an appendix attached to, and made a part of, the Contract dated _____ between the City of Oakland acting through its Board of Port Commissioners (“Port”) and **CONSULTANT** (“Consultant”) for the provision of professional services.

1. Basic Services. The Port will pay Consultant for Basic Services, a maximum compensation of \$_____ (Contract Price”), which sum includes costs for reimbursable expenses as identified below. Such payment shall be full compensation for all Basic Services required, performed or accepted under this Contract. If Port and Consultant previously executed a purchase order for services within the scope of the Services of this Contract, then the services performed and the compensation paid under that purchase order shall be subject to the terms of this Contract and the previous payments deemed payments against the Contract Price established in this Appendix. Such maximum compensation may only be increased as follows:

- ☐ With the prior written approval of the Executive Director for an additional amount not to exceed the limit authorized by the Board in Resolution No. . Increase in maximum compensation with additional changes in scope of work shall be documented by a supplemental agreement to this contract.
- ☐ With the adoption of authorizing resolution by the Board of Port Commissioners.

The Contract Price is all inclusive and includes all costs for the design, manufacture, testing and delivery of the Goods and performance of the Special Services; all costs, including but not limited to, federal, state, and local taxes for materials and equipment, and labor furnished by Consultant, its subcontractors, subconsultants, engineers, testing agents, and sellers or otherwise arising out of Consultant's provision of the Goods or performance of the Special Services, including any increases in any such taxes during the term of this Agreement; and any duties, fees, and royalties imposed with respect to any materials and equipment, labor or services. The taxes covered hereby include (but are not limited to) occupational, sales, use, excise, unemployment, FICA, and income taxes, customs, duties, and any and all other taxes on any item or service that is part of the Goods or the Special Services, whether such taxes are normally included in the price of such item or service or are normally stated separately. Notwithstanding the foregoing, each party shall bear such state or local inventory, real property, personal property or fixtures taxes as may be properly assessed against it by applicable taxing authorities.

2. Payment Schedule. Progress payments for Basic Services for each phase of the work shall be made as follows:

- ☐ upon completion of the work
- ☐ as invoiced
- ☐ monthly
- ☒ as set forth in the Appendix A

3. Reimbursable Expenses. Reasonable expenses to be reimbursed upon approval of Project Manager.

- ☐ Yes

The Port will pay Consultant for “Costs and Reimbursable Expenses” as set forth below. All costs not listed will not be allowed.

3.1 Travel Costs. Consultant shall obtain written approval of the Port Project Manager for all travel costs

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prior to submitting the invoice for reimbursement of these costs. The Port Project Manager will review and determine, in the Port's sole discretion, whether the travel costs are reasonable and reimbursable based on the Port's Travel Authorization and Reimbursement Policy/Administrative Policy No. 406. (The Port will provide a copy of AP 406 to Consultant upon request.) The reasonable expense of travel costs incurred by Consultant when requested by Port to travel to a location more than 50 miles from either the project site, the Consultant's office(s), or the Port's office, incurred.

3.2 Delivery Costs. Courier services and overnight delivery costs incurred.

3.3 Reproduction Costs. Reproduction and postage costs of required plans, specifications, bidding and Contract Documents, if any, incurred.

☒ No

4. Invoices. All payments shall require a written invoice from Consultant in a form acceptable to Port. Port shall make payment on approved amounts within each invoice within 30 days of receipt. **Original invoices shall be sent to PORT OF OAKLAND, Accounts Payable, P.O. Box 28413, Oakland, CA 94604.**

CONTRACTOR



APPENDIX C - INSURANCE

This is an appendix attached to, and made a part of, the Contract dated _____ between the City of Oakland acting through its Board of Port Commissioners (“Port”) and **CONSULTANT** (“Consultant”) for the provision of professional services as defined and required by the Agreement (hereinafter “Services”).

1. Commercial General Liability Insurance

- **Coverage:** Standard ISO Commercial General Liability form.
- **Limits:** \$5,000,000 per occurrence; \$5,000,000 annual general aggregate; \$5,000,000 products and completed operations aggregate; \$1,000,000 each offense for personal and advertising injury.
- **Deductible/Self-Insured Retention:** Not more than \$100,000 per occurrence.
- **Additional Insured:** The City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, Port of Oakland, its commissioners, officers, agents and employees.
- Cross liability/separation of insureds.
- Waiver of subrogation in favor of additional insured.
- If the Services involve construction activities, completed operations coverage must remain in force until at least 5 years after completion and acceptance of the Services.

2. Business Automobile Liability Insurance

- **Coverage:** Standard ISO Business Automobile Liability form for all owned, non-owned and hired automobiles.
- **Limits:** \$1,000,000 each accident.
- **Deductible/Self-Insured Retention:** Not more than \$25,000 per accident.
- **Additional Insured:** The City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, Port of Oakland, its commissioners, officers, agents and employees.
- Waiver of subrogation in favor of additional insured.

3. Workers’ Compensation and Employer’s Liability Insurance

- **Coverage:** Statutory Workers’ Compensation and Side B Employer’s Liability form.
- **Limits:** Statutory for workers’ compensation and \$1,000,000 per accident, \$1,000,000 bodily injury each employee, and \$1,000,000 policy limit for bodily injury by disease, for Employer’s Liability.
- **Deductible/Self-Insured Retention:** Not more than \$100,000 per occurrence for Employer’s Liability.
- Waiver of subrogation in favor of the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, Port of Oakland, its commissioners, officers, agents and employees.

4. Contractor’s Pollution Legal Liability Insurance

- **When Required:** If the Work involves any construction activities, or any grading, excavating, underground utilities, piping, trenching, or any Work below the surface of the ground, or involves the hauling or disposal of hazardous or regulated materials.
- **Coverage:** Contractor’s Pollution Legal Liability occurrence or claims made form.
- **Limits:** \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- **Deductible/Self-Insured Retention:** Not more than \$100,000 per occurrence unless otherwise approved by Port Risk Management.
- **Additional Insured:** The City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, Port of Oakland, its commissioners, officers, agents and employees.
- Waiver of subrogation in favor of additional insured.
- **Additional Term if Claims Made Form:** 2 years following completion and acceptance of the Work.
- **Definition of “Covered Operations”** shall include All Work performed by Consultant or its contractors or subcontractors.

5. Professional Liability Insurance

- **Coverage:** For errors and omissions arising out of the Services.
- **Limits:** \$1,000,000 per claim and annual aggregate.
- **Deductible/Self-Insured Retention:** Not more than \$100,000 per claim.
- **Additional Term:** 2 years after completion and acceptance of the Services.
- If Services involve software or technology services, Technology Liability coverage, including coverage for privacy liability.
- If the Services involve outsourced technology or internet services, Network and Media Liability coverage.

Other Insurance Requirements:

- **Capital Improvement Projects are subject to conversion to OCIP and/or PLIP.** The Port reserves the right (but shall not have an obligation) to include this contract in an Owner Controlled Insurance Program (OCIP) and/or Professional Liability Insurance Program (PLIP), or to purchase project specific or wrap up insurance when the services provided by the Consultant support a capital improvement project. In the event that an OCIP and/or PLIP program is instituted, the Consultant and its independent contractors shall comply with the requirements of the OCIP and or PLIP program, as the programs are generally described in Port's OCIP Project Insurance Manual and Professional Liability Insurance Procedures Manual, which are available in the office of the Port Attorney, as such may be modified from time to time. Consultant's obligations under this subsection shall be specifically enforceable. Notwithstanding the foregoing, the Port makes no representations or warranties that it will obtain the insurance authorized by this subsection, and Consultant expressly disavows reliance on any such representations or warranties.
- **Deductibles/Self-Insured Retentions.** Deductibles or self-insured retentions that are higher than specified for each of the insurance coverages above must be disclosed and pre-approved by the Port's Risk Manager.
- **Notice of Cancellation.** Consultant or Consultant's agent must provide 30-days prior written notice to the Port Risk Management Department of any insurance policy cancellation, except 10-days prior written notice for non-payment of premium.
- **Proof of Insurance/Insurer Rating.** Consultant must deliver to the Port Risk Management Department, prior to the commencement of the Services, certificates of insurance evidencing all required insurance and additional insured status for the Port. All required insurance shall be provided by insurance companies with current A.M. Best ratings of A- VII or better. Upon failure to so file such insurance certificate, the Port may without further notice and at its option either (1) exercise the Port's rights; or (2) procure such insurance coverage at the Consultant's expense and the Consultant shall promptly reimburse the Port for such expense (Services may be interrupted without proper evidence). In addition to the certificate of insurance, Consultant shall provide copies of the actual insurance policies if requested by the Port.
- Please send certificates and other required insurance information to:
Port of Oakland
Attn: Risk Management Dept.
530 Water Street
Oakland, CA 94607
Fax: (510) 627-1626
Email: risktransfer@portoakland.com

APPENDIX D

CONSULTANT AND CONSULTANT'S NOTICE ADDRESS

Full Legal Name of Consultant:

CONSULTANT

Corporate Address:

Form of Business Entity (Check one)

- ☐ Sole proprietorship
- ☐ Corporation: State of California
- ☐ Partnership: ☐ General ☐ Limited
- ☐ Limited Liability Company
- ☐ Other: _____

If Corporation: (*Required Information*)
Agent for Service of Process (Name and Address)

Contact Individual / Position:

Telephone No.:

Facsimile No.:

E-Mail Address (if any):

Website (if any):

Tax Identification No.:

CONTRACTOR



APPENDIX E
PROJECT MANAGER

Chris Chan
Division Director

Darren Nelson
Technical Manager

APPENDIX F

DESIGN CRITERIA

The Port is seeking a complete “turnkey” restroom package to install at the taxi cab lot facility. The supplier will provide a complete package including the following:

A. General

1. GENERAL REQUIREMENTS

- a. The Supplier must hire a licensed Architect and, as necessary, licensed Engineers to prepare the Final Design Plans and any necessary geotechnical engineering. The Port will provide soil reports from adjacent projects.
- b. The Supplier must provide a complete building package including construction and installation at the site. Additional site preparation and work will be performed by Others.

2. GENERAL BUILDING PERFORMANCE REQUIREMENTS

The new restroom facility must be designed and constructed so that the building:.

- a. Meets all codes and other regulatory requirements including all local, state, and federal ADA requirements
- b. Is properly secured to the site. The Supplier must ensure that the new building will include an integrated foundation or slab. If the new building does not contain an integrated foundation or slab, the Supplier must provide technical requirements and details for the construction of a new foundation or slab by Others. These details will include foundation depth, subgrade preparation requirements, building anchoring requirements, and any other details necessary for a complete building foundation.
- c. Has a minimum count of four (4) fixtures for the male restroom, and one (1) fixture for the female restroom. A fixture is defined as a toilet/water closet and/or urinal. Also includes a corresponding fixture count for lavatories/sinks as required by code. The facility must also provide separate facilities for female occupancy.
- d. Requires only minimal maintenance, and is designed and constructed so that it can be completely cleaned by hosing down the entire interior.
- e. Does not exceed differential settlement of 1/4” from level in any direction within the warranty period.
- f. The building must be designed with the ability to be relocated to a new site if the Port desires. Minimal work shall be necessary for relocation of the building.
- g. **The building shall be a pre-fabricated (i.e. manufactured off-site), finished product.** Assembly shall be off-site to the fullest extent practical with on-site work being limited to final assembly and installation including utility connections and commissioning.

3. ARCHITECTURAL PERFORMANCE REQUIREMENTS

The new restroom facility must meet the following architectural performance requirements.

- a. The entrance to the female restroom must be directly visible from the starter’s booth. The design of the restroom must protect sight lines from the starter’s booth to each entrance.
- b. The entrance to the female restroom must be located on the opposite side of the building as the entrance to the male restroom.
- c. Doors for both male and female restrooms must include separate locks and keys with provisions for a master key.
- d. The restroom facility must include provisions for a janitor’s closet with separately keyed locks that can also be opened by the master key.

- e. The janitor's closet must include provisions for a mop basin, a hose bib, storage and shelving, lighting, and electrical outlets. The janitor's closet must provide access in between plumbing walls for maintenance.
- f. In lieu of a janitor's closet, the mechanical chase can be used to meet the requirements stated above.
- g. The floor must be concrete or equal heavy duty material, and painted with heavy duty, epoxy coating.
- h. Walls must be CMU, concrete, or equal heavy duty material, unpainted, but sealed with 5-year sealer.
- i. The doors must be heavy duty metal with factory applied paint system.
- j. Wall space must be sufficient for toilet accessories including towel dispensers, waste receptacles, feminine napkin receptacles, electric hand dryers, mirrors, coat hooks, and plumbing wall space must be sufficient to allow ease of maintenance.

4. FIXTURES AND FURNISHINGS PERFORMANCE REQUIREMENTS

- a. All fixtures and furnishings must be of proven durability that can withstand continuously use by the general public.
- b. All fixtures and furnishing must be of stainless steel or better, designed to have a high resistance to vandalism and damage, and must include tamper-proof hardware.
- c. Male restroom will include a footwash designed for religious ceremonies and customs. Footwash must be designed to have a high resistance to vandalism and damage, and must include tamper-proof hardware.
- d. Male facility will include appropriate number of urinals based on state and local codes.
- e. Faucets and foot wash shall automatically shut off after a period of inactivity.

5. INSTALLATION AND DELIVERY

- a. The supplier is responsible for the delivery of the pre-fabricated restroom facility to the site in Section C.
- b. The supplier will perform all work that is required for complete installation and functionality of restroom facility on site. This includes placement of facility on-site (this may include ensuring proper connections to foundation/slab by others if foundation/slab is not part of the pre-fabricated restroom facility) and connection of utilities.
- c. Subgrade preparation, utility location, and site work other than what is necessary for the connection of the restroom facility to the site will be performed by others.

B. Submittals

The following submittals will be included with the complete restroom building package:

- 1. Preliminary scope of supply and design submittal including:
 - a. Plan set drawings with all footings, foundations, slab and structural details
 - b. Warranty and Limitations
 - c. All architectural details including, at minimum, proposed restroom facility colors and finishes.
 - d. Product and Materials data, and Means and Methods Information. Submit at the Port's request after the Port's review of the Final Plans and Specifications
 - e. Project site detail plan set including installation details and utility hookup locations
- 2. Final scope of supply and design submittal including all submittals from preliminary submittal. Final plan set drawings must be stamped by licensed California Engineer.

C. Locations of Site

The location for the delivery and installation of the new restroom facility will be:

9070 Earhart Road, Oakland, CA 94621



D. Projected Time Line and Length of Contract

After a contract has been executed and notice to proceed given, the Port will require the following schedule met by the Supplier:

- Preliminary scope of supply and design submittal within 21 calendar days
- Final scope of supply and design submittal within 30 calendar days of approval of preliminary submittal
- Delivery and installation within 60 days of Final submittal approval.

The expected completion date is February 16, 2015. The length of the contract will be 1 year from contract execution.

APPENDIX G

MAPLA REQUIREMENTS

The Port has entered into a Maritime and Aviation Project Labor Agreement (MAPLA) with the Building and Construction Trades Council of Alameda County, AFL-CIO that covers all capital construction in the Port area, whether funded by the Port or by tenants. MAPLA is included as Document 00823 in the Port's Standard Contract Provisions manual for public works projects, which can be downloaded in PDF format from the Port's website at:

<http://www.portofoakland.com/business/standard.asp>.

MAPLA has resulted in a Substance Abuse Prevention Policy on drug testing (Document 00824), a Social Justice Labor Management Cooperation Trust Fund (Document 00825), and requirements for Utilization of Off-Site Apprentice Work Force (Document 00826). MAPLA will apply to the construction aspects of this project.

APPENDIX H

SITE PLANS



PORT OF OAKLAND

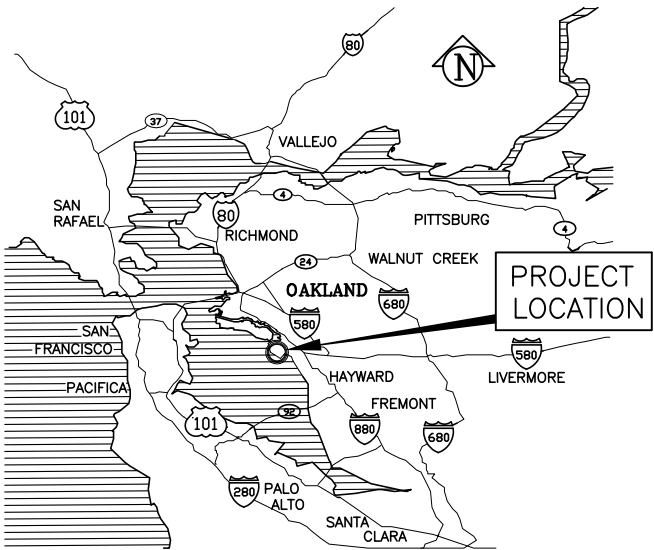
Layout and Site Plans

**RFP No.: 14-15/13, Pre-fabricated Restroom Facility at
Oakland International Airport Taxi Cab Lot**

Attachment 15

Layout and Site Plans

SITE WORK FOR RESTROOM
FACILITY AT TAXI CAB LOT
OAKLAND INTERNATIONAL AIRPORT
NORTH FIELD

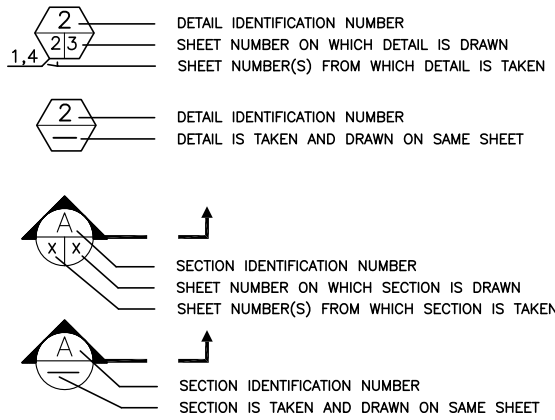


VICINITY MAP
NO SCALE

INDEX OF DRAWINGS

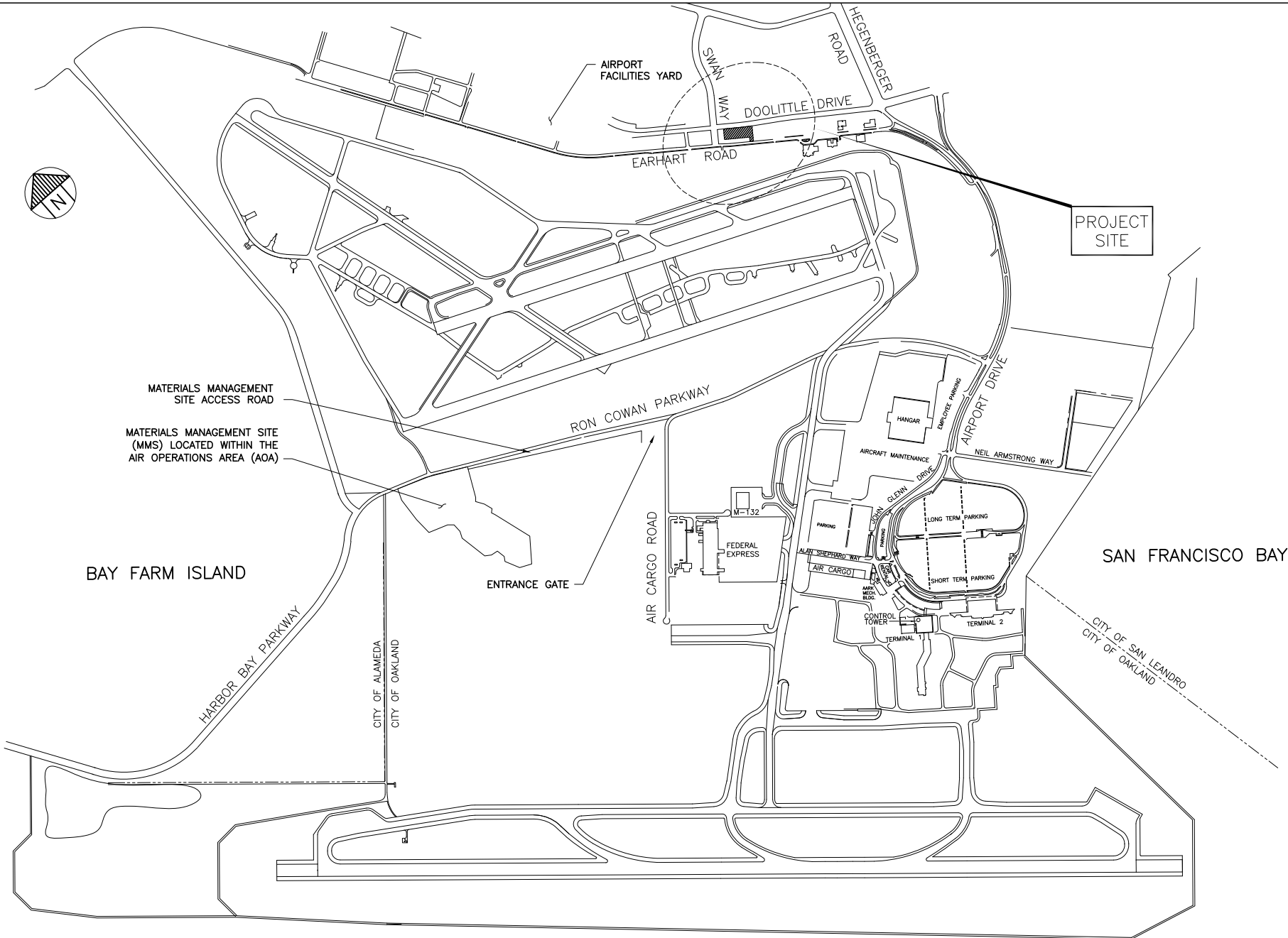
SHEET NO.	DRAWING NO.	DRAWING TITLE
1.	G1	TITLE SHEET AND LOCATION PLAN
2.	G2	GENERAL NOTES
3.	C1	LAYOUT PLAN
4.	C2	PAVING, GRADING AND DRAINAGE PLAN

SYMBOL & LEGEND



ABBREVIATIONS	
AB	AGGREGATE BASE
A.C.	ASPHALT CONCRETE
A.F.G.	ABOVE FINISHED GRADE
B.C.W.	BARE COPPER WIRE
BOV	BLOW OFF VALVE
CB	CATCH BASIN
CONC.	CONCRETE
CMP	CORRIGATED METAL PIPE
CP	CONNECTION POINT
E	EASTING
EBMUD	EAST BAY MUNICIPAL UTILITY DISTRICT
ELECT.	ELECTRICAL
EL.	ELEVATION
(E)	EXISTING
EX.	EXISTING
FD	FLOOR DRAIN
FL	FLOW LINE
FW	FIRE WATER
HC	HANDICAP
INV.	INVERT
L	LENGTH
LF	LINEAR FEET
MH	MANHOLE
MAX.	MAXIMUM
MIN.	MINIMUM
(N)	NEW
N	NORTHING
N.I.C.	NOT IN CONTRACT
NOS.	NUMBERS
NTS	NOT TO SCALE
PCC	PORTLAND CEMENT CONCRETE
PVC	POLYVINYL CHLORIDE PIPE
RCP	REINFORCED CONCRETE PIPE
SDR	STANDARD DIMENSION RATIO
SSMH	SANITARY SEWER MANHOLE
SS	SANITARY SEWER PIPE
S	SLOPE
SDMH	STORM DRAIN MANHOLE
SD	STORM DRAIN PIPE
TC	TOP OF CURB
TG	TOP OF GRATE
TP	TOP OF PAVEMENT
TYP.	TYPICAL
U.O.N.	UNLESS OTHERWISE NOTED

0 1" 3" ORIGINAL SCALE



REFERENCES:		NO.		REVISIONS		DATE		REV'D		APP'D	
PLANS	AA-4147										
FIELD BOOKS											
CAUTION:											
CHECK TRACING FOR LATEST REVISIONS											

DRAWN	DN	
DESIGNED	DN	
CHECKED		
	REG. ENGINEER NO.	
	REG. ENGINEER NO.	

PORT OF OAKLAND
530 WATER ST. OAKLAND, CALIFORNIA

CHIEF ENGINEER	
REG. ENGINEER NO.	
APPROVED	
RECOMMENDED	
REG. ENGINEER NO.	

OAKLAND INTERNATIONAL AIRPORT		DATE: 9/11/14	
SITE WORK FOR RESTROOM FACILITY AT TAXI CAB LOT, NORTH FIELD		SCALE: AS SHOWN	
TITLE SHEET AND LOCATION PLAN		SHEET: 1 OF 4 SHEETS	
G1	AA-4147		

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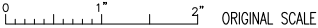
GENERAL NOTES:

1. THE CONTRACTOR'S SUPERINTENDENT(S) SHALL BE ON THE CONSTRUCTION SITE AT ALL TIMES WHEN WORK IS BEING CARRIED OUT AND THE CONTRACTOR'S SUPERINTENDENT, OR AN APPROVED DESIGNEE, SHALL BE ON-CALL AND AVAILABLE IN CASE OF EMERGENCIES ON A TWENTY-FOUR-HOUR DAILY BASIS FOR THE DURATION OF THE PROJECT. THE CONTRACTOR'S SUPERINTENDENT SHALL BE DESIGNATED AS THE CONTRACTOR'S RESPONSIBLE REPRESENTATIVE.
2. THE CONTRACTOR SHALL COMPLETE CLEAN UP AND RESTORATION OF THE ENTIRE PROJECT AREA, INCLUDING ALL STAGING AND STORAGE AREAS AS APPROVED BY THE PORT, WITHIN THIRTY (30) CALENDAR DAYS OF PROJECT COMPLETION DATE.
3. CONTRACTOR SHALL PROVIDE ALL MATERIALS AND WORKMANSHIP FOR ALL CONSTRUCTION REQUIRED HEREIN IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL CODES.
4. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL PREPARE A SITE SPECIFIC STORM WATER POLLUTION PREVENTION PLAN (SWPPP). THE PLAN SHALL BE SUBMITTED TO THE PORT OF OAKLAND FOR APPROVAL.
5. THE CONTRACTOR SHALL DEVELOP A DUST CONTROL PLAN AND SHALL EXECUTE THE PLAN AS APPROVED BY THE PORT.
6. CONTRACTOR IS RESPONSIBLE FOR CHECKING ALL FIELD CONDITIONS, AND DIMENSIONS FOR ACCURACY AND CONFIRMING THAT WORK IS BUILDABLE AS SHOWN BEFORE PROCEEDING WITH THE CONSTRUCTION. IF THERE ARE ANY QUESTIONS, THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING A CLARIFICATION FROM THE PORT BEFORE PROCEEDING WITH THE WORK IN QUESTION.

EXCAVATION ACTIVITY REQUIREMENTS:

1. CONTRACTOR SHALL COORDINATE WITH AIRPORT FACILITIES (510) 563-3941 TO ASSIST IN THE IDENTIFICATION OF ANY KNOWN UNDERGROUND UTILITIES THAT MAY CONFLICT WITH THE PLANNED EXCAVATION. CONTACT AIRPORT FACILITIES AT LEAST 2 WEEKS PRIOR TO START OF CONSTRUCTION ACTIVITIES.
2. CONTRACTOR SHALL OBTAIN SERVICES OF AN INDEPENDENT UTILITY LOCATOR SERVICE AT LEAST 2 WEEKS PRIOR TO CONSTRUCTION TO MARK KNOWN AND PREVIOUSLY UNKNOWN UNDERGROUND UTILITIES THAT MAY CONFLICT WITH THE PLANNED EXCAVATION.
3. CONTRACTOR SHALL POTHOLE TO VERIFY LOCATIONS AND DETERMINE DEPTHS OF UNDERGROUND UTILITIES SHOWN ON THE PLANS, IDENTIFIED BY AIRPORT FACILITIES, AND THE INDEPENDENT UTILITY LOCATOR SERVICE (POTHOLING SHALL BE ACCOMPLISHED BY VACUUM EXTRACTION, HAND EXCAVATION OR OTHER TECHNIQUE APPROVED BY THE PORT). CONTRACTOR SHALL POTHOLE TO THE FULL DEPTH OF THE PLANNED EXCAVATION TO EVALUATE THE IMPACT OF UNDERGROUND UTILITIES ON THE PLANNED EXCAVATION. CONTRACTOR SHALL NOTIFY THE PORT OF ANY CONFLICTS PRIOR TO COMMENCING WORK.
4. EXISTING UTILITY INFORMATION SHOWN ON THE PLANS WERE COMPILED BASED ON UTILITY RECORDS AVAILABLE. A REASONABLE ATTEMPT HAS BEEN MADE TO SHOW THE LOCATIONS OF UNDERGROUND OBSTRUCTIONS, UTILITIES, AND UNDERGROUND AIRPORT FACILITIES IN THE WORK AREAS. THE UTILITIES, AND FACILITIES SHOWN ARE NOT TO BE INTERPRETED AS THE EXACT LOCATION, OR AS THE ONLY UNDERGROUND UTILITIES, AIRPORT FACILITIES, OR OBSTACLES THAT MAY OCCUR ON THE SITE. ANY DAMAGE TO EXISTING UTILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. ALL EXCAVATIONS IMMEDIATELY ADJACENT TO UTILITIES SHALL BE DONE BY HAND. UTILITIES INTERFERING WITH CONSTRUCTION SHALL BE RESET OR RELOCATED BY THE CONTRACTOR UNLESS NOTED OTHERWISE. THE CONTRACTOR SHALL GIVE PROPER NOTICE TO ALL UTILITY COMPANIES AND THE PORT REGARDING REMOVAL AND RELOCATION ACTIVITIES, AND WHEN WORKING IN THE VICINITY OF UTILITY LINES AND AIRPORT FACILITIES.
5. EXCAVATION AND TRENCHING SHALL BE DONE IN ACCORDANCE WITH DOCUMENT 00831 – CONSTRUCTION SAFETY STANDARDS MANUAL.
6. CONTRACTOR SHALL LOAD AND TRANSPORT THESE EXCAVATED SOILS TO THE PORT'S MATERIALS MANAGEMENT SITE (MMS) OR TO A LOCATION APPROVED BY THE PORT. EXCAVATED SOILS SHALL BE STOCKPILED FOR TESTING BEFORE TRANSPORTATION TO MMS.
7. CONTRACTOR SHALL COORDINATE ACCESS TO THE MMS WITH THE PORT.

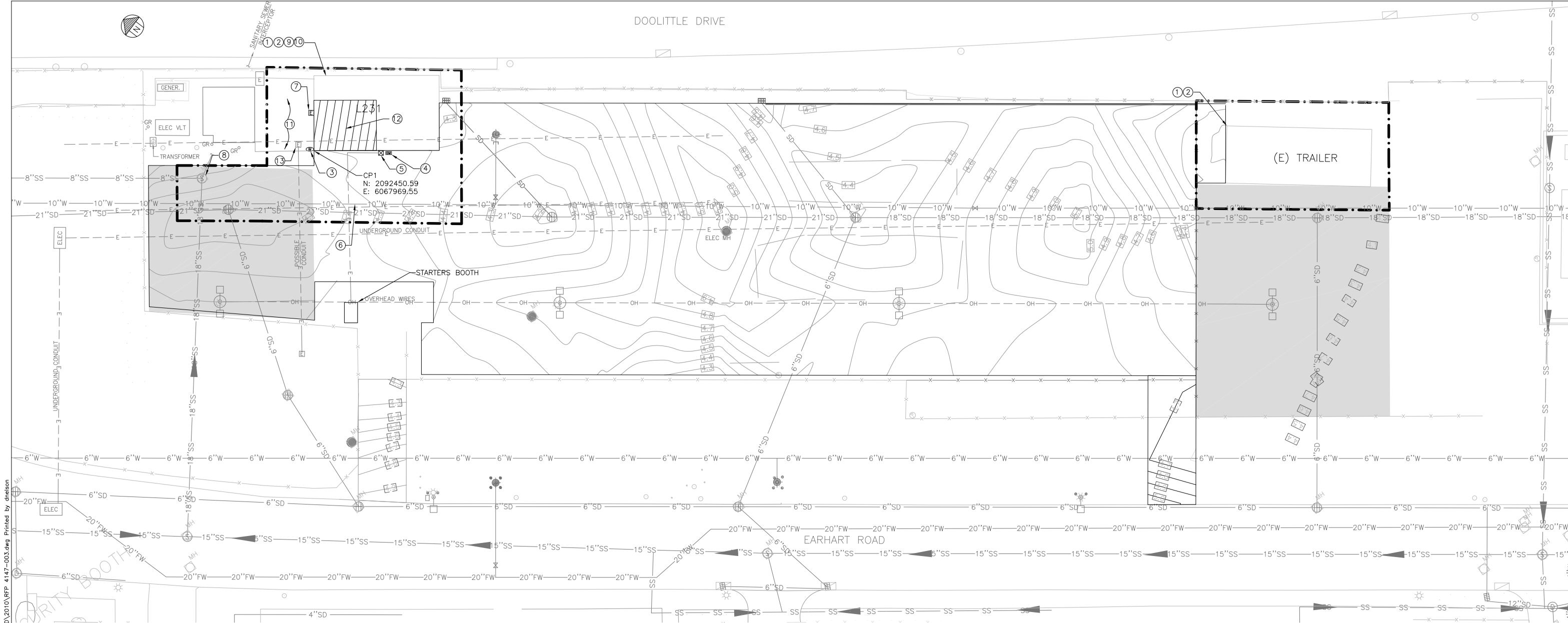
CAUTION: THIS PLAN MAY BE REDUCED



REFERENCES:	NO.	REVISIONS	DATE	REV'D	APP'D	DRAWN _____ DN DESIGNED _____ DN CHECKED _____ REG. ENGINEER NO. _____ REG. ENGINEER NO. _____
PLANS AA-4147						
FIELD BOOKS						
CAUTION: CHECK TRACING FOR LATEST REVISIONS						



CHIEF ENGINEER _____		OAKLAND INTERNATIONAL AIRPORT		DATE: 9/11/14	
REG. ENGINEER NO. _____		SITE WORK FOR RESTROOM FACILITY AT TAXI CAB LOT, NORTH FIELD		SCALE: AS SHOWN	
APPROVED _____				SHEET: 2 OF 4 SHEETS	
REG. ENGINEER NO. _____					
RECOMMENDED _____		GENERAL NOTES		G2	AA-4147
REG. ENGINEER NO. _____					



NOTES:

LEGEND:

- CONTRACTOR STAGING AREA
- PROJECT LIMITS
- PARKING LOT LIGHT POLES
- STORM DRAIN MANHOLE
- STORM DRAIN CATCH BASIN
- SANITARY SEWER MANHOLE
- MANHOLE
- UTILITY BOX
- GATE VALVE
- FIRE HYDRANT
- BOLLARD
- EXISTING GRADE CONTOUR
- SCOPE OF WORK ITEM NUMBER

SCOPE OF WORK:

- DEMOLISH AND REMOVE L231 AND EXISTING PORT TRAILER.
- CLEAN AND REMOVE AREAS SURROUNDING L231 AND TRAILER OF TRASH AND DEBRIS WITHIN THE PROJECT LIMITS.
- EXISTING 1" WATER TO BE CUT AND CAPPED.
- EXISTING GAS UTILITY TO BE CUT AND CAPPED.
- EXISTING DATA AND ELECTRICAL CONNECTIONS TO STARTERS BOOTH TO REMAIN.
- WATER SERVICE TO BE CONNECTED TO 10" MAIN. CONTRACTOR TO PROVIDE A SHUT OFF VALVE AT CONNECTION.
- ELECTRICAL SERVICE TO BE CONNECTED TO EXISTING METER.
- SANITARY SEWER TO BE CONNECTED TO MANHOLE LOCATED NEAR PUMPING STATION.
- NEW RESTROOM FACILITY ON FORMER SITE OF BUILDING L231 BY OTHERS.
- REMOVE (E) PAVEMENT, PREPARE SITE, PAVE AREA SURROUNDING NEW RESTROOM FACILITY AND FORMER SITE OF L231. SEE DRAWING C2.
- REMOVE MISCELLANEOUS FENCING, TRASH, AND OTHER DEBRIS TO ENSURE THE SITE IS CLEAN.
- CORNER OF NEW RESTROOM BUILDING AT CP1 AND WITHIN THE EXISTING LIMITS OF BUILDING L231 BY OTHERS
- REMOVE UTILITY BOX. CUT AND CAP UTILITY LINES AND LOCATE IN PULL BOX ADJACENT TO RESTROOM.

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REFERENCES:
PLANS
FIELD BOOKS

CAUTION:
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NO.	REVISIONS	DATE	REV'D	APP'D

DRAWN DN
DESIGNED DN
CHECKED

REG. ENGINEER NO.
REG. ENGINEER NO.
REG. ENGINEER NO.

PORT OF OAKLAND

530 WATER ST. OAKLAND, CALIFORNIA

CHIEF ENGINEER

REG. ENGINEER NO.
REG. ENGINEER NO.
REG. ENGINEER NO.

OAKLAND INTERNATIONAL AIRPORT

SITE WORK FOR RESTROOM FACILITY AT TAXI CAB LOT, NORTH FIELD

LAYOUT PLAN

DATE: 9/11/14

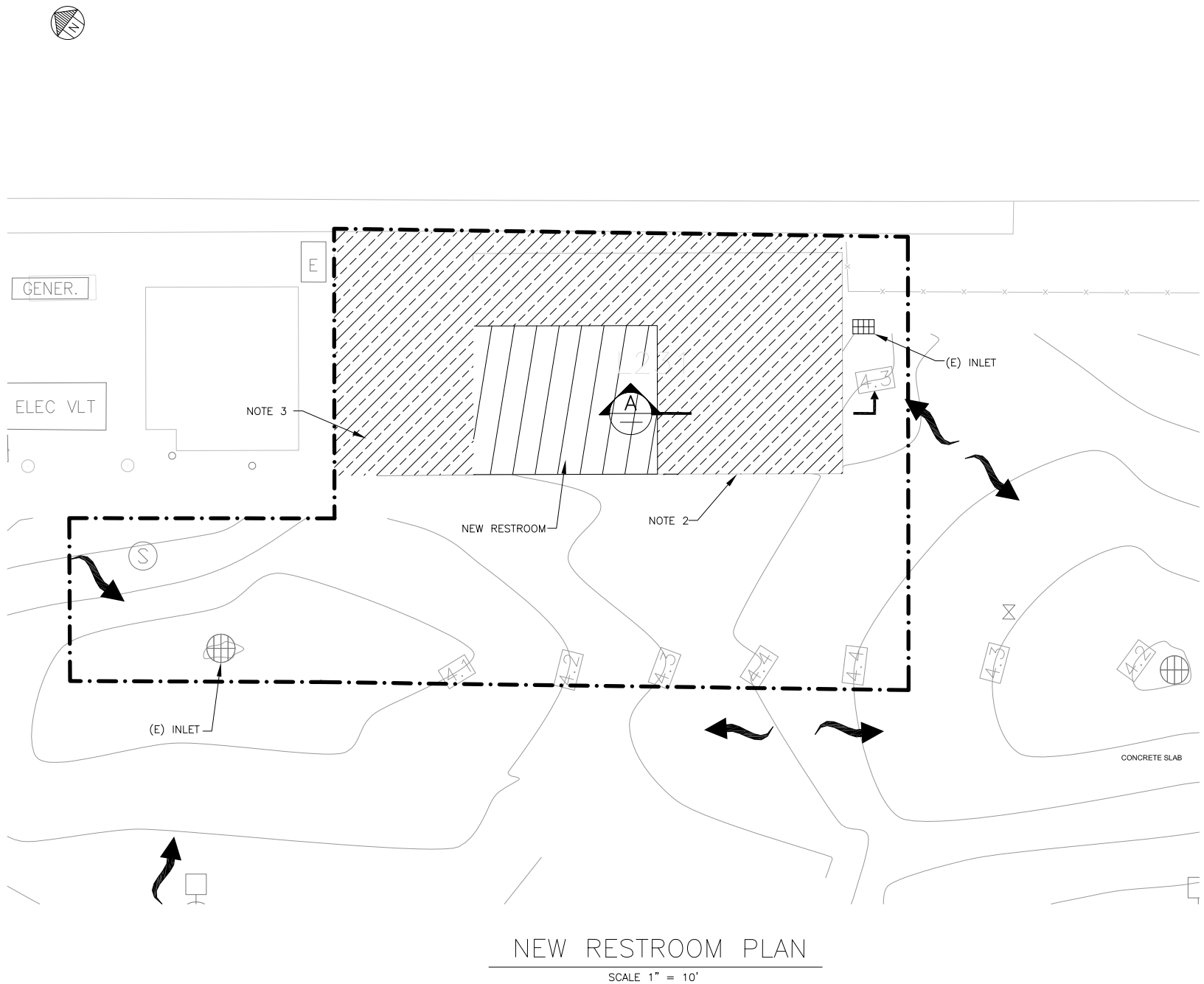
SCALE: 1" = 20'

SHEET: 3 OF 4 SHEETS

C1

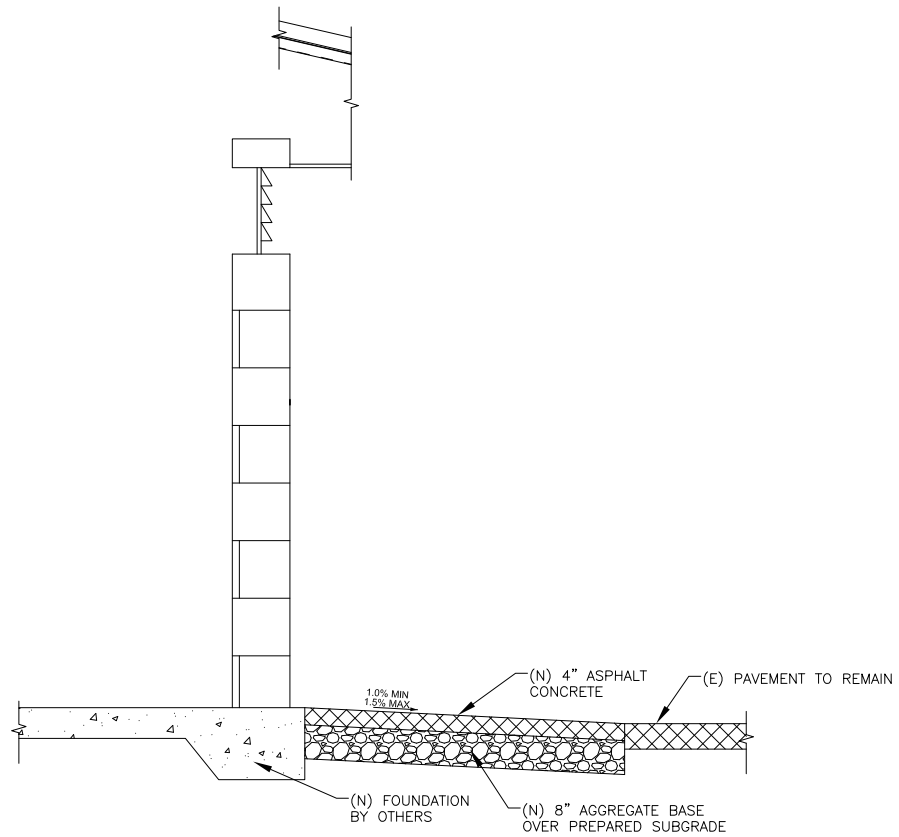
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LEGEND:

- | | | | |
|--|---|--|-------------------------|
| | AREA TO BE DEMOLISHED | | STORM DRAIN MANHOLE |
| | PROJECT LIMITS | | STORM DRAIN CATCH BASIN |
| | EXISTING ELEVATION - MAJOR CONTOUR LINE | | SANITARY SEWER MANHOLE |
| | EXISTING ELEVATION - MINOR CONTOUR LINE | | MANHOLE |
| | FINISHED ELEVATION - MAJOR CONTOUR LINE | | UTILITY BOX |
| | FINISHED ELEVATION - MINOR CONTOUR LINE | | GATE VALVE |
| | PARKING LOT LIGHT POLES | | FIRE HYDRANT |
| | RUNOFF FLOW DIRECTION | | BOLLARD |



NOTES:

- ALL ELEVATIONS ARE IN NAVD 88.
- SAWCUT CLEAN PAVING LINES AROUND SITE WHERE NEW PAVING WILL MEET EXISTING PAVEMENT.
- CONTRACTOR SHALL DESIGN GRADE TO ENSURE PROPER SURFACE DRAINAGE TO (E) INLETS. CONTRACTOR SHALL FLOOD TEST THE SITE AT PROJECT COMPLETION TO CONFIRM PROPER SURFACE DRAINAGE.

CAUTION: THIS PLAN MAY BE REDUCED

0 1" 3" ORIGINAL SCALE

REFERENCES:	NO.	REVISIONS	DATE	REV'D	APP'D	DRAWN	DESIGNED	CHECKED
PLANS						DN	DN	
FIELD BOOKS								
CAUTION:								
CHECK TRACING FOR LATEST REVISIONS								



CHIEF ENGINEER	OAKLAND INTERNATIONAL AIRPORT	DATE: 9/11/14
REG. ENGINEER NO.	SITE WORK FOR RESTROOM FACILITY AT TAXI CAB LOT, NORTH FIELD	SCALE: AS SHOWN
APPROVED		SHEET: 4 OF 4 SHEETS
RECOMMENDED	PAVING, GRADING AND DRAINAGE PLAN	C2 AA-4147