



October 25, 2018

**Prospective Bidders for
Furnishing Labor, Materials, and Equipment for
General Building Contractor Services for
Port of Oakland Facilities for the Period Commencing January 1, 2019
and Ending December 31, 2019, 2020 or 2021
Oakland, California**

ADDENDUM NO. 2

The following are revisions to the Project Manual for **FURNISHING LABOR, MATERIALS, AND EQUIPMENT FOR GENERAL BUILDING CONTRACTOR SERVICES FOR PORT OF OAKLAND FACILITIES FOR THE PERIOD COMMENCING JANUARY 1, 2019 AND ENDING DECEMBER 31, 2019, 2020 OR 2021, OAKLAND, CALIFORNIA**, dated September 2018. Please transmit this information to your prospective sub-bidders, as applicable. This Addendum No. 2 is part of the Contract Documents and its receipt shall be acknowledged on Document 00400, Bid Form.

1. DOCUMENT 00100 – INVITATION TO BID, page 00100-1

REVISE the first paragraph of the Invitation to Bid to read as follows:

"The CITY OF OAKLAND, acting by and through its BOARD OF PORT COMMISSIONERS (the "Port"), will receive sealed Bids at the Engineering Services Counter, located on the second floor, 530 Water Street, Oakland, California, until 2:00 P.M. on Tuesday, October 30, 2018, for the following public work:"

2. ADDENDUM NO. 1 DOCUMENT 00200 – INSTRUCTIONS TO BIDDERS, page 00200-1

A REVISE the first sentence of Paragraph 1, Receipt of Bids, to read as follows:

"The Port will receive sealed bids from Bidders until 2:00 p.m., on Tuesday, October 30, 2018."

B REVISE Paragraph 2, Determination of Successful Bidder, to read as follows:

"2 **DETERMINATION OF SUCCESSFUL BIDDER.** Pursuant to Port Purchasing Ordinance, Section 7(B), the Board of Port Commissioners have authorized the Executive Director to dispense with standard bidding procedures and to award this Contract to up to four Bidders whose Bids meet all of the Bid requirements, and which, as determined by the Executive Director, best meet the needs of the Port. Comparison of bid prices will be based on Bid Item 1, Markup to Direct Labor Costs (non-MAPLA Instances of Work). The Port reserves the right to award one, two, three or four contracts, if it determines that such awards will

best meet the needs of the Port. All Bidders are required to submit Bids on all Bid items."

3. ADDENDUM NO. 1 DOCUMENT 00200 – INSTRUCTIONS TO BIDDERS, page 00200-11

REVISE the third sentence of subparagraph 23e to read as follows:

"The Modified Bid Amount is equal to the percentage of direct labor costs shown on the Bid Form in Bid Item No. 1, Markup to Direct Labor Costs (non-MAPLA Instances of Work); less the product of "equivalent percentage," and said percentage of direct labor costs."

4. ADDENDUM NO. 1 DOCUMENT 00400 – BID FORM

DISCARD Addendum No. 1 Document 00400, Bid Form, and REPLACE with the attached Addendum No. 2 Document 00400. The revision to Document 00400 consists of adding a bid item for MAPLA-covered Instances of Work.

Bidder shall use the attached Addendum No. 2 Bid Form to submit its Bid.

5. DOCUMENT 00510 – NOTICE OF AWARD, page 00510-1

DELETE the first paragraph of text and REPLACE with the following:

"The Percentage to be added to the Direct Labor Costs of your contract for Instances of Work not subject to the provisions of MAPLA is _____ Percent (____%)."

"The Percentage to be added to the Direct Labor Costs of your contract for Instances of Work subject to the provisions of MAPLA is _____ Percent (____%)."

6. SECTION 01100 – SUMMARY OF WORK

DISCARD Section 01100, Summary of Work, and REPLACE with the attached Addendum No. 2 Section 01100. The locations of the substantive revisions to Section 01100 are indicated by vertical change bars.

Sincerely,



Chris Chan
Chief Engineer/Director of Engineering

Attachments:
Document 00400, Bid Form
Section 01100, Summary of Work

DOCUMENT 00400

BID FORM

To be submitted by date and time noted in Document 00200

BOARD OF PORT COMMISSIONERS
CITY OF OAKLAND

To: The Chief Engineer

Re: Contract X2018-09-S2

**FURNISHING LABOR, MATERIALS, AND EQUIPMENT
FOR GENERAL BUILDING CONTRACTOR SERVICES
FOR PORT OF OAKLAND FACILITIES
FOR THE PERIOD COMMENCING JANUARY 1, 2019
AND ENDING DECEMBER 31, 2019, 2020 OR 2021
OAKLAND, CALIFORNIA**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners ("Port") in the form included in the Contract Documents, Document 00520, *Agreement*, to perform and furnish all Work specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
2. The Bidder accepts all of the terms and conditions of the Contract Documents and the Invitation to Bid and Instructions to Bidders, including without limitation, those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) calendar days after the day of Bid opening, and may not be withdrawn during that time period. The Bidder will sign and submit the Agreement, Bonds and other documents required by Document 00200, *Instructions to Bidders*, by the time and in the manner set forth therein.
3. In submitting this Bid, the Bidder represents that:
 - (a) The Bidder has examined all of the Contract Documents and of the following Addenda (receipt of all of which is hereby acknowledged).

<u>Date</u>	<u>Number</u>
_____	_____
_____	_____
_____	_____
_____	_____

[Attach additional pages if necessary]

(b) The Bidder has visited the Site and performed all tasks, research, investigation, reviews, examinations, analysis, and given notices, regarding the Project and the Site, as set forth in Document 00520, *Agreement*, Article 5.

4. Based on the foregoing, the Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following bid prices listed in the following Bid Schedule. Bid items are described in Section 01100, *Summary of Work*.

A. Bid Items

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u> (Percentage)
1	<u>Markup to Direct Labor Costs (non-MAPLA Instances of Work):</u> Payment for labor is Direct Labor Costs plus percentage of Direct Labor Costs entered here, all as specified in Section 01100	_____ % of Direct Labor Costs to be added to Direct Labor Costs for Instances of Work not subject to MAPLA provisions
1a	<u>Markup to Direct Labor Costs (MAPA Instances of Work):</u> Payment for labor is Direct Labor Costs plus percentage of Direct Labor Costs entered here, all as specified in Section 01100	_____ % of Direct Labor Costs to be added to Direct Labor Costs for Instances of Work subject to MAPLA provisions
2	<u>Payment for Tools and Equipment:</u> Furnished at the rental rate, plus markup, as specified in Section 01100	
3	<u>Payment for Materials:</u> Furnished at cost, plus 10% of material cost, as specified in Section 01100	
4	<u>Payment for Subcontracts:</u> Work furnished at cost, plus 10% of subcontractor work cost, as specified in Section 01100	

5. Prime bidder and Joint Venture Partners are listed on the attached Document 00430, *Port of Oakland Subcontractor and Supplier List Form*. Subcontractors and suppliers are to be listed on the Document 00430S, *Port of Oakland Supplemental Subcontractor and Supplier List Form for Annual Contract*, submitted before each instance of work.

6. The undersigned understands that the Port reserves the right to reject this Bid, or all bids.
7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in Section 2 above or at any other time thereafter before it is withdrawn, the undersigned will execute and deliver the documents required by Document 00200, *Instructions to Bidders*, including, but not limited to, Document 00520, *Agreement*, Document 00610, *Construction Performance Bond*, Document 00620, *Construction Labor and Material Payment Bond*, and the required certificates of insurance, all within the time and in the manner specified in Document 00200, *Instructions to Bidders*.
8. Notice of Award or request for additional information may be addressed to the undersigned at the address set forth below.
9. The undersigned herewith encloses a certified check or cashier's check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in the amount of Twelve Thousand Five Hundred Dollars (\$12,500), and made payable to Port of Oakland.
10. The undersigned agrees to commence work under the Contract Documents on the date established in Document 00700, *General Conditions*, and to complete all work within the time specified in Document 00520 *Agreement*.
11. The undersigned agrees that, in accordance with Document 00700, *General Conditions*, liquidated damages for failure to complete all Work under the Contract Documents within the time specified in Document 00520, *Agreement*, shall be as set forth in Document 00520, *Agreement*.
12. The Contractor and all subcontractors performing MAPLA-covered Instances of Work must submit Document 00630R1, *Letter of Assent [2016] v.1*, as per instructions of Port staff.
13. For Work covered by OCIP refer to Document 00830, *Owner Controlled Insurance Program Project Insurance Manual*.

Remainder of page intentionally left blank.

14. The names of all persons interested in the *foregoing* Bid as principals are:

(IMPORTANT NOTICE: If Bidder or other interested person (including any partner or joint venturer of any partnership or joint venture bidder, respectively) is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full).

licensed in accordance with an act for the registration of Contractors, and with license number: _____.

BIDDER:

By: _____
[Signature]

[Printed Name]
Its: _____
[If Corporation: Chairman, President or Vice President]

By: _____
[Signature]

[Printed Name]
Its: _____
[If Corporation: Secretary, Assistant Secretary,
Chief Financial Officer or Assistant Treasurer]

NOTE: If the Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If the Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address:

Telephone Number: _____

Fax Number: _____

Date of Bid: _____

END OF SECTION

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01100

SUMMARY OF WORK

1.01 TABLE OF CONTENTS

The following is a summary of the contents of this Document:

- 1.01 Table of Contents
- 1.02 Work Covered by the Contract Documents
- 1.03 Bid Items
- 1.04 Lump Sum Items with Liquidated Damages
- 1.05 Coordination with Simultaneous or Continuing Work at or adjacent to Each Site under Other Contracts and Other Activities
- 1.06 (Not Used.)
- 1.07 Cooperation of Contractor and Coordination with Other Work
- 1.08 Occupancy/Substantial Completion Requirements
- 1.09 Contractor Use of Premises
- 1.10 Protection of Existing Structures and Utilities
- 1.11 Work Restrictions
- 1.12 Special Conditions and Restrictions Pertaining to the Work
- 1.13 Performance of Work
- 1.14 Contractor's Qualifications
- 1.15 Subcontractors
- 1.16 Equipment
- 1.17 Materials
- 1.18 Permits
- 1.19 Security
- 1.20 Construction-Related Utility Service Coordination
- 1.21 Construction-Related Utility Service Shut Down
- 1.22 Site Cleanup
- 1.23 Bond Cost Reimbursement
- 1.24 Estimated Annual Contract Cost
- 1.25 Option to Renew Contract

1.02 WORK COVERED BY THE CONTRACT DOCUMENTS

- A. General Scope. The work of this contract consists, in general, of furnishing both scheduled and on-call general construction services for repairing and remodeling Port Buildings, performing major building maintenance, and constructing building-related improvements or constructing small auxiliary buildings at various Port of Oakland (Port) facilities for the period indicated. Through this contract, the Port may also require the contractor to provide design or consulting services.

- B. Trades Required. The work may include various trade work associated with building construction, including building demolition, carpentry, drywall, siding, sheet metal, electrical, plumbing, HVAC, roofing, painting, concrete, etc. The Contractor will be expected to procure all subcontractors required for performance of the work, and all equipment or tools necessary or commonly used in building demolition and construction work as directed by the Engineer.
- C. Locations of Work. The work to be performed under this contract will be located in the Port Maritime area, the Oakland International Airport, and at various facilities owned by the Port along the San Francisco Bay and the Oakland Estuary.
- D. Method of Direction and Authorization. The Contractor shall perform Work when ordered through a Work Authorization by the Engineer, and shall perform the Work at such times as ordered by the Engineer. Except in cases of emergency, the Port will give the Contractor a notice of at least five calendar days prior to commencement of the work.
- E. No Additional Compensation for Necessary Cooperation Efforts. The Work includes all efforts necessary by the Contractor to coordinate his work with work performed by others who are under separate contracts with the Port as described in this Section, particularly as described in Paragraph 1.05 hereinbelow.
- F. Contractor Risk Assumed. Unless provided otherwise in the Contract Documents, all risk of loss to the Work covered by the Contract Documents shall be the Contractor's risk until Final Completion and Acceptance of the Work.
- G. Work and Storage Limits. The Contractor's use of each site for Work and storage is limited to the Project Limits as shown on the Plans, and as directed by the Engineer.

1.03 BID ITEMS

- A. Bid Item Descriptions:

ITEM 1: Payment for Labor (non-MAPLA Instances of Work)

Bids will be compared on the basis of the percentage of direct labor cost shown for Bid Item 1 on the Bid Form. The Board reserves the right to accept any bid or reject any or all bids

a. DIRECT LABOR COSTS

- i. Direct labor costs are defined as the actual wages paid to the "workers" for the directed work performed, plus any employer payments to or on behalf of the "workers" for health and welfare, pension and vacation and for similar purposes which shall include all applicable fringe benefits. Compensable costs for wages shall not exceed the prevailing wage rates, and the compensable costs for other direct costs listed shall be in accordance with applicable

collective bargaining agreements filed with the State by the recognized labor representatives, and shall not exceed those costs.

- ii. "Workers" are defined as on-the-job craftsmen, laborers, and foremen who are actually performing work on the job site. Roving or floating foremen, Contractor's supervisors and superintendents that visit the job site periodically during the day are not considered as "workers" and their wages are considered overhead.
- iii. To verify these costs, the Contractor shall provide the Port with duplicate certified copies of payrolls for all personnel defined above as "workers," showing costs as outlined immediately above in Subparagraph i., covering labor furnished and payments made. The payrolls shall include only work hours at the job site and shall not include the time spent traveling to and from the job site. These payrolls shall be subject to check and verification and shall be the direct labor cost to which will be added the percentage bid under Item 1 of the Bid Form.

b. **PERCENTAGE TO BE ADDED TO DIRECT LABOR COSTS:**

The Bidder shall state on the Bid Form the percentage to be added to the Contractor's direct labor costs. This percentage shall represent the Contractor's overhead for indirect labor costs, office and administrative overhead, all general conditions not strictly compensated elsewhere, and the Contractor's profit.

The percentage to be added shall cover, but not necessarily be limited to, the following:

- i. Payments made for statutory payroll items stipulated by various governmental agencies, such as Workers' Compensation insurance, Longshoremen's and Harbor Workers' Compensation insurance, public liability and property damage insurance, Social Security, unemployment taxes, and other such items required by law; and all items of the Contractor's overhead.
- ii. The Contractor's profits.
- iii. Supervision and training costs.
- iv. Costs of all off-site duties, such as setting up the crew for the job, obtaining and providing the appropriate minor tools for the crew.
- v. Costs for providing a van with Contractor's company name clearly displayed on both sides for transporting work crews across marine terminal areas or across the Airport Security Area between employee vehicle parking locations and the work site in each instance.
- vi. Costs for preparing and submitting submittals, obtaining permits, preparing estimates and all other necessary paperwork.

- vii. Cost for providing all traffic control equipment, such as barricades, warning signs, flashers, etc., required to secure the job site for safe operation.
- viii. Cost for providing all PPE (Personal Protective Equipment) for the crew, such as gloves, goggles, ear plugs etc.; costs accrued due to compliance with the requirements of Sections 01560, *Airport Security and Safety*, and 01561, *Maritime Area Security*, of this Project Manual, and complying with Airport and Maritime Security regulations.
- ix. All wages, salaries, fringe benefits and other compensation for all personnel not defined above as "workers" including but not limited to roving or floating foremen, Contractor's supervisors and superintendents, support and clerical personnel and consultants.
- x. The project General conditions including the projects' share of all home office expenses.
- xi. Costs associated with the Maritime and Aviation Project Labor Agreement shall not be included in Bid Item 1.

ITEM 1a: Payment for Labor (MAPLA Instances of Work)

Some Instances of Work under this contract will be subject to the provisions of the Maritime and Aviation Project Labor Agreement (MAPLA), and the Contractor performing said Instances, will incur in addition to the costs listed under Bid Item 1, costs associated with the implementation of MAPLA.

Bidder shall state on the Bid Form the percentage to be added to its direct labor costs for Instances of Work subject to MAPLA. The percentage to be added shall cover all items listed under the bid item description for Bid Item 1 and, in addition, all costs associated with MAPLA implementation.

MAPLA implementation costs include: the Contractor's contribution to the MAPLA Social Justice Program of \$0.30 per hour of on-site craft work performed, as specified in Document 00825R1, *Social Justice Labor Management Cooperation Trust Fund [2016] V.1*; implementation costs of the MAPLA Uniform Substance Abuse Policy, as specified in Document 00824R1, *Port of Oakland Maritime and Aviation Project Labor Agreement Substance Abuse Prevention Policy Drug Testing [2016] V.1*; and any other costs of implementing the MAPLA provisions described in Documents 00823R1, 00824R1, 00825Ra, 00826R2, 00827R1, and 00828R1.

ITEM 2: Payment for Equipment

The Port will compensate the Contractor for Contractor owned equipment at rental rates listed for equipment in the California Department of Transportation official equipment rental rate schedule which is in effect on date upon which work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein plus a 10% markup. For rented equipment, payment will be made based on actual rental invoices plus a 10% markup. Equipment used on

each instance of work shall be of proper size and type. If, however, equipment of unwarranted size or type and cost is used, cost of use of equipment shall be calculated at rental rate for equipment of proper size and type. Rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Unless otherwise specified, manufacturer's ratings, and manufacturer approved modifications, shall be used to classify equipment for determination of applicable rental rates. Tools and equipment specified above as being included in the percentage to be added to direct labor costs and individual pieces of equipment or tools not listed in said publication and having a replacement value of one hundred dollars (\$100) or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore as payment is included in payment for labor. Rental time will not be allowed while equipment is inoperative due to breakdowns.

ITEM 3: Payment for Materials

Materials shall be furnished at cost, including any costs for delivery to the job site, plus 10% of material and delivery costs, plus any applicable California Sales Tax. No markup is allowed on taxes. All costs for delivery of materials shall be included under Item 3. No markup will be allowed for materials furnished by the Port of Oakland.

ITEM 4: Payment for Subcontracts

Work performed under a subcontract including a subcontract for design work shall be furnished at cost plus 10% of subcontract cost. Contractor shall obtain at least three (3) bids each time subcontract work needs to be performed unless otherwise directed by the Engineer. Contractor shall obtain Engineer's approval prior to award of any subcontract.

At least 3 calendar days prior to commencement of each instance of work, the Contractor shall submit the names of all subcontractors and their respective items of work on Document 00430S, *Port of Oakland Supplemental Subcontractor and Supplier List Form For Annual Contract*.

Combined payments made for subcontract work under this Contract shall not exceed fifty percent (50%) of the combined total of payments made under this Contract in any given 8 month period. In an extreme situation, as determined by the Engineer, the Engineer may agree to a higher percentage of subcontract work.

B. Documented Work Eligible for Payment

The total amount to be paid by the Port under this Contract will be based on the actual direct labor costs, as defined herein above, paid to "workers" for work done under this Contract, plus any payment for materials, equipment and subcontract work furnished as directed. The Contractor shall fill out Daily Work Statements that tabulate the hours worked for each field, non-management employee, to document the hours of all equipment used and the materials installed, and to show the Contractor's costs for subcontract work performed. The Contractor shall

present these daily statements to the Engineer no later than noon the following day. Only employees defined herein above as "workers" shall be included. The statements shall include only those work hours at the job site, and shall not include the time spent traveling to and from the job site. Daily Work Statements shall be signed by both the Engineer and the Contractor, with both receiving a copy. An additional copy shall be submitted with the monthly billing.

The Contractor shall furnish invoices approved by the Engineer for any equipment supplied, for any materials furnished, and for any subcontract work furnished. Such invoices will be a requisite to including such items in the request for payment.

1.04 LUMP SUM WORK WITH LIQUIDATED DAMAGES

- A. In certain instances of work, the Engineer shall have the option of negotiating with the Contractor a Lump Sum Agreement, or a price agreement based on Unit Items. These agreements shall define the scope of the work, the completion time, and the liquidated damages for delays in completing the work. The measurement and payment for such agreements shall be according to Section 01200, *Measurement and Payment*, unless stated otherwise.
- B. As liquidated damages for delay, the Contractor shall pay the Port an amount determined by the Engineer for each instance of work negotiated between the Engineer and the Contractor, but not to be less than \$500 per calendar day or fraction thereof.

1.05 COORDINATION WITH SIMULTANEOUS OR CONTINUING WORK AT OR ADJACENT TO EACH SITE UNDER OTHER CONTRACTS AND OTHER ACTIVITIES

The Contractor shall coordinate the Work with the activities, at or adjacent to each site, of the Port, other contractors, all utilities, and Port tenants, as required by Paragraph 6 of Document 00700, *General Conditions*, and as otherwise stated in the Contract Documents. As the Port directs the Contractor to perform work by Work Authorization, the Port will attempt to provide the Contractor with the latest conditions of work and activities by others.

- A. Work Under Other Contracts: The Contractor shall coordinate its work fully and shall coordinate shared access fully with the work under separate contracts which occurs adjacent to or within the limit lines of this Contract.
- B. Other Activities: The activities set forth below are anticipated to be in progress by others on or adjacent to each site before and during the Work under this Contract. Contractor shall coordinate work fully and shall coordinate shared access fully with contractors, Port tenants, and others performing these other activities and other work, including:
 - 1. Commercial and Industrial traffic typical of Port facilities.
 - 2. Vehicle and pedestrian traffic to and from surrounding facilities.
 - 3. Tenant Operations.

4. Port maintenance activities.

1.06 (NOT USED)

1.07 COOPERATION OF CONTRACTOR AND COORDINATION WITH OTHER WORK

The Contractor shall coordinate with the Port and its forces or other contractors and forces as required by Document 00700, General Conditions.

1.08 OCCUPANCY/SUBSTANTIAL COMPLETION REQUIREMENTS

- A. The Contractor shall allow the Port to take possession of and use any completed or partially completed portion of the Work during the progress of the Work as soon as is possible without interference to the Work. Possession or use of a portion of the Work by the Port shall not in any way evidence the completion of the Work or any part of it.
- B. The Contractor shall not be held responsible for damage to the occupied or used part of the Work resulting from the Port's occupancy.
- C. The Port's use or occupancy of each site prior to acceptance of work does not relieve the Contractor of responsibility to maintain insurance and bonds required under the Contract Documents until the entire Work is completed and accepted by the Port.
- D. Prior to date of the Port's Final Acceptance of the Work, the Contractor shall make, at his own expense, all necessary repairs or renewals in Work or part thereof so used, not due to ordinary wear and tear, but due to defective materials or workmanship or to of the Contractor's operations, as required in Document 00700, *General Conditions*.
- E. The Port's use of Work or any part thereof as contemplated by this section shall in no case be construed as constituting acceptance of Work or any part thereof. Such use shall neither relieve the Contractor of any responsibilities under the Contract Documents, nor act as waiver by the Port of any of the conditions thereof.
- F. The Contractor shall notify the Port in writing when the Contractor considers all on-site activities completed and request the Port to issue a Certificate of Substantial Completion for the Work.

1.09 CONTRACTOR USE OF PREMISES

Prior to commencement of Work, the Contractor and the Port shall jointly survey the area adjacent to the Project area making permanent note and record of such existing damage as cracks, sags, or other similar damage. This record shall serve as a basis for determination of subsequent damage to structures, conditions or other existing improvements due to the Contractor's operations. All parties making the survey shall sign the official record of existing damage. Cracks, sags, or damage of any nature to the adjacent Project area, not noted in the original survey but subsequently noted, shall be reported immediately to the Port.

1.10 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

- A. Prior to performing any excavation, the Contractor shall notify Underground Service Alert and the Engineer, and shall locate all existing underground facilities in accordance with Section 13.4, "Notice of Concealed or Unknown Conditions", of Document 00700, *General Conditions*.
- B. Plans or drawings supplied by the Port may indicate existing above and below grade structure, drainage lines, storm drains, sewers, water, gas, electrical and other similar items and utilities which are known to the Port.

The Contractor shall locate known existing installations before proceeding with trenching, or other operations which may cause damage, and shall maintain them in service where appropriate. Damage to utilities caused by the Contractor shall be repaired to the satisfaction of the Engineer by either the Contractor or the Port at the Engineer's discretion. The cost of said repairs shall be borne by the Contractor.

- C. Additional utilities whose locations are unknown to the Port are suspected to exist. The Contractor shall be alert to their existence. If they are encountered, immediately report to the Port for disposition of the same.
- D. In addition to reporting if a utility is damaged, the Contractor shall take appropriate action as per Paragraph 8.4.4 of Document 00700, *General Conditions*.
- E. Additional compensation or extension of time on account of utilities not shown or otherwise brought to the Contractor's attention including reasonable action taken to protect or repair damage shall be determined as provided in the General Conditions.

1.11 WORK RESTRICTIONS

- A. Access: The Contractor's access to all work sites shall be only as directed by the Engineer.
 - 1. Access to the Airport Operations Area and other secured areas of the Airport is strictly controlled. The Contractor and the Contractor's employees must have an Oakland International Airport ID Badge in order to enter and work in these areas. Refer to Section 01560, *Airport Security and Safety* for additional work requirements and restrictions inside the secured area of the airport. The costs associated with the acquisition of Oakland International Airport ID Badges shall be incorporated into the overhead charges for percentage markup instances of work, and into the Bid for lump sum instances of work.
 - 2. Access to the secured area of the Maritime Terminals is controlled. The Contractor and the Contractor's employees must have a Transportation Worker Identification Credential (TWIC) in order to enter and work in these areas. Refer to Section 01561, *Maritime Area Security* for additional work requirements and restrictions inside the secured area of the Maritime Terminals. The costs associated with the acquisition of TWIC's shall be

incorporated into the overhead charges for percentage markup instances of work, and into the Bid for lump sum instances of work.

3. All vehicles, equipment, and personnel may be subject to search by the Port authorities upon entering or leaving the secured areas. The Port will provide 1-hour blocks of time during the day within which material deliveries can occur. All concrete work must be coordinated with the Port authorities prior to installation. Subject to the approval of the Engineer, the Contractor shall identify the access points to the project for delivery of materials and personnel.
- B. Parking: Unless otherwise stated, parking for the Contractor's vehicles will be limited to legal public areas. The Engineer will designate the parking, as needed, within the Maritime Area or other restricted sites. Employees' private vehicles will not be allowed within the secured area of the airport.
- C. Storage: The Contractor may store equipment and materials at each site only in areas designated by the Engineer. The Contractor shall be responsible for the security of material and equipment stored at each site. The Contractor shall not leave equipment in an elevated position when not in use. The Contractor shall move, at the Contractor's expense, stored equipment and materials as often as may be required so as not to interfere with other activities and so as not to constitute a safety hazard.
- D. Working Hours: The Contractor's regular working hours shall be during daylight hours of the week as noted in the General Conditions. For night, weekend, or holiday work, the Contractor shall apply and obtain approval from the Engineer at least seven (7) calendar days in advance prior to the proposed non-regular working hour work.
- E. Access by Government Authorities: The Contractor shall at all times provide site access to employees, contractors and consultants of governmental authorities and the Port with respect to environmental investigations and remediation activities, at each site and the adjoining lands, being performed by or for the Port.

1.12 SPECIAL CONDITIONS AND RESTRICTIONS PERTAINING TO THE WORK

- A. In accordance with the Port of Oakland Resolution No. 01197, Construction and Demolition Debris Waste Reduction Requirements, included in the Project Manual as Attachment 1 to Document 00455, *Construction and Demolition Debris Waste Reduction and Recycling Requirements*, at least 50% of construction and demolition debris resulting from the project shall be diverted from landfill. Additionally, Alameda County Measure D requires a 75% reduction in waste, and the City of Oakland has construction and demolition debris waste recycling goals of 65% of all construction debris, and 100% of all asphalt and concrete waste. To meet these goals, the Contractor shall complete and submit the City of Oakland recycling forms as specified below, and shall satisfy any waste reduction requirements established by the City of Oakland pursuant to the building permit.
 1. Prior to commencement of the work in each instance, the Contractor shall complete the Construction and Demolition Debris Waste Reduction and

Recycling Plan form (WRRP form), included in the Project Manual as Attachment 2 to Document 00455, and submit said form to:

Port of Oakland
Permit Coordinator
530 Water Street, 2nd Floor
Oakland, CA 94607

2. The Construction and Demolition Debris Material Tracking Sheet and Construction and Demolition Debris Recycling Planning Sheet, included in the Project Manual as Attachments 3A and 3B to Document 00455, are provided for Contractor's convenience. Use of these sheets is optional.
 3. At the conclusion of the work in each instance and prior to final inspection by the Port, the Contractor shall, in accordance with the provisions of Resolution 01197, Section 7(a), complete the Construction and Demolition Debris Recycling Summary Report form (CDSR), included in the Project Manual as Attachment 4 to Document 00455, and submit said form to the Port of Oakland Permit Coordinator at the address listed above.
- B. Traffic Management Plan: For applicable Work Authorizations and at the discretion of the Port, the Contractor shall submit to the Port a Traffic Management Plan which includes the location of staging areas, identification of traffic routes, identification of construction hours, on-site construction parking, detours, flagging and other matters. The Traffic Management Plan is subject to review and approval of the Port prior to initiation of construction. Upon approval of the Traffic Management Plan, Contractor shall comply with its requirements.
- C. Noise and Vibration: For applicable Work Authorizations and at the discretion of the Port, the Contractor shall comply with requirements regarding noise and vibration set forth in the City of Oakland Ordinance No. 11895 C.M.S. during construction, in addition to any other noise control limitations contained in the Specifications, including Section 01564, *Noise Control*.
- D. Safety and Environmental Submittals: The Work may require the Contractor to remove, handle, transport and dispose of contaminated and hazardous substances. The Contractor shall submit prior to the commencement of the Work all submittals required by Section 01340, *Safety and Environmental Submittals*, shall not commence work until approval by the Port, and shall comply fully with the requirements of such submittals and all other requirements of the Contract Documents applying to such activities. For applicable Work Authorizations and at the discretion of the Port, the Contractor shall submit additional information concerning Safety and Environmental Conditions for the Port's review and approval.
- E. Hazmat Certificates: The Contractor or any subcontractor transporting hazardous materials shall hold the following:
1. A current copy of registration as transporter with the Department of Toxic Substance Control.

2. A current copy of notification from the Environmental Protection Agency of Transporter's EPA ID Number.
- F. Decontamination: The Contractor shall decontaminate construction equipment and transportation vehicles that contact potentially contaminated soil or groundwater, generated by the Contractor or by others, prior to working in areas that are not contaminated and prior to leaving each site. Decontamination methods for vehicles leaving each site may include scraping, brushing, using rumble strips, and vacuuming to remove dirt on exteriors and wheels. In the event that the Engineer determines that these dry decontamination methods are not adequate, the Contractor shall employ additional methods such as steam cleaning, high-pressure washing, and applying cleaning solutions, as necessary, to thoroughly remove dirt and other materials. The Contractor shall manage wash water from decontamination activities.
- G. Dust Control: As applicable, the Contractor shall implement measures to control and mitigate dust generated from the Work, which may include but not be limited to, demolition, concrete recycling, operation of construction equipment and vehicles, and uncovered stockpiles. These measures shall include at a minimum misting or spraying of water, as appropriate, limiting vehicle speeds on site to less than 5 miles per hour, minimizing drop heights while loading transportation vehicles or placement of material in stockpiles, covering stockpiles as specified herein, and other measures as specified in a project specific Storm Water Pollution Prevention Plan (SWPPP) and Soil and Groundwater Management Plan.

1.13 PERFORMANCE OF WORK

- A. For small work dispatched, the Port will not request Progress Schedules and Reports, Submittals, and Job Site Administration. For large work, which requires tenant coordination, the Port may request Progress Schedules and Reports, Submittals, and Job Site Administration.
- B. The Contractor will normally be directed to perform work during times that are convenient to Port tenants. Work areas may be shifted from place to place during a day to comply with tenant requirements.
- C. All workers furnished by the Contractor shall be experienced in their trade, and shall be provided with proper and competent supervision. The Contractor shall have under his supervision locally available, competent, trained personnel readily available for emergency repairs. Any person found to be incompetent or unsuitable for the work shall be replaced by one who is qualified and acceptable. The size of the crew to be furnished and the classification of workers shall be determined by the Contractor, but shall be approved by the Engineer at least twenty-four (24) hours prior to starting the work. Additions to, or deletions from the crew shall be approved by the Engineer at least twenty-four (24) hours in advance of any such modification. The Contractor shall provide tools and equipment ordinarily used for the type of work covered by the Contract.
- D. All personnel performing work at any of the sites under this Contract shall wear clothing that, in the opinion of the Engineer, clearly identifies them to the public as being legitimate workers on duty. Such clothing may be uniforms with the

Contractor's or subcontractor's name prominently displayed, or coveralls, or other clothing acceptable to the Engineer.

1.14 CONTRACTOR'S QUALIFICATIONS

- A. Contractor shall be a qualified State of California Licensed Class A or B Contractor. At the time of the bid opening, Contractor shall have a minimum of five (5) years of experience in General Construction work. Contractor shall have his local staff within fifty miles of the Port, and at least three full time journeyman carpenters on his staff for the year immediately proceeding the bid date, and shall keep three such carpenters on staff while the contract is in force. In addition, when welding is required, it shall be performed by AWS certified welders.
- B. Bidders shall be prepared to furnish documentation of qualifications within 2 full working days after the bid date, including the Contractor's and their Subcontractors' qualifications and experience.

1.15 SUBCONTRACTORS

- A. After entering into contract and at least three (3) calendar days prior to commencing each instance of work, the Contractor shall furnish to the Engineer, for approval, a supplemental list (Document 00430S, *Port of Oakland Supplemental Subcontractor and Supplier List Form For Annual Contract*) of all subcontractors who were not required under the General Provisions to be listed with the bid but who will perform work or furnish material upon this job. Such supplemental list, upon Engineer's approval, shall not be changed without prior written consent of the Engineer.

1.16 EQUIPMENT

- A. The Contractor may be required to furnish equipment that will have to be operated by individuals hired by him. In this event, the Contractor shall hire individuals completely competent to operate the equipment involved, and experienced in its operation. The Contractor may also be required to furnish equipment that he will rent from others. The suppliers of such equipment may require that the equipment is operated by their own employees. The Contractor shall be responsible for the control and supervision of such individuals even though they are directly employed by others.

1.17 MATERIALS

- A. Materials furnished by the Contractor shall be of the quality as specified by the Engineer or the manufacturer. The Port reserves the right to furnish such materials to the Contractor as it may elect, and the Contractor shall incorporate same into the work. The Contractor shall be responsible for the security of any materials furnished by him until they have been incorporated into the work. The Contractor shall also be responsible for the protection of all materials furnished by the Port of Oakland that have been delivered to him and not yet incorporated in the work.

1.18 PERMITS

The following shall pertain to assigned work as applicable:

- A. As necessary, the Port will be responsible for applying to the Building Services Department of the City of Oakland for building permits for any proposed Work. The Contractor shall obtain these permits and shall pay all remaining fees due prior to commencing the Work. In addition, the Contractor shall:
 - 1. Obtain any required trade permits, and shall pay all fees due.
 - 2. Provide any required submittals that may be necessary for the City to complete plan review.
 - 3. Submit copies of all permits to the Engineer prior to commencing the Work.
 - 4. Provide the Port with permit fee payment documentation. The Port will reimburse the Contractor for all applicable permit fees as specified in the General Conditions.
- B. The specifications of specific permits applying to the Work shall not limit or restrict the obligation of the Contractor in the performance of the Work to comply with any and all other permits which are described in the Contract Documents or which apply to the performance of the Work. The Contractor shall comply with all laws and regulations, and permits and pay all applicable taxes, as per Document 00700, *General Conditions*, Paragraphs 13.1 and 13.2.

1.19 SECURITY

The Contractor shall:

- A. Be responsible for security of the Work and of its equipment and materials at the project site.
- B. At all times exercise control over any persons or vehicles, other than from regulating agencies, visiting the work site of its activities.
- C. Coordinate security activities with other contractors that may be working within the project limits during the work of this Contract.
- D. Refer to and comply with the requirements of Paragraph 1.11 A of this Section. In particular, note the badging requirements. Refer to Sections 01560, *Airport Security and Safety*, and 01561, *Maritime Area Security* of this Project Manual.

1.20 CONSTRUCTION-RELATED UTILITY SERVICE COORDINATION

- A. If scope of work requires utility services for the Contractor's use during construction, the Contractor shall verify and establish these construction utility services from the appropriate private or municipal utility companies.

- B. The Contractor is completely responsible for all construction utility arrangements. The Port makes no guarantee as to the availability or the cost of such utilities.
- C. It is the Contractor's sole responsibility to apply for construction utility services and to coordinate all necessary work to establish such services.
 - 1. To prevent any potential work delays, Contractor shall notify and coordinate with the utility companies, as necessary, as soon as possible.
 - 2. The Contractor shall be responsible for making all payments as required by the utility companies for construction utility services. Any delays to the Work caused by the Contractor not making timely payments to a utility company shall be the Contractor's responsibility.
- D. If the Contractor desires to use existing Port utilities to complete the Work, the Contractor must arrange, through the Engineer, to set up separate metering and necessary utility supply equipment. The Contractor is responsible for all metering and supply equipment costs, including installation and removal.
 - 1. Prior to requesting use of Port utilities, the Contractor must first determine whether the use of utility services from standard utility providers is feasible. Only if all other utility services are determined to not be feasible, may the Contractor request the use of Port utilities. During the bid phase, questions pertaining to Port utilities should be addressed to the technical contact person listed in Document 00100, *Invitation to Bid*, of this Project Manual.
 - 2. For water supply, the Contractor must primarily use East Bay Municipal Utility District (EBMUD) water, following EBMUD's metering and use regulations. Contractor shall make every effort to use non-potable water supplied directly from East Bay Municipal Utility District (EBMUD or other non-Port sources. Use of potable water for the Work during an EBMUD declared Stage 4 drought is subject to rules and regulations established by EBMUD.
 - a. The Port may provide water for non-potable use only if the Contractor cannot locate an EBMUD hydrant within 500 feet of the project site,
 - b. Contractor will not be charged for water usage, but Contractor will be charged to reimburse the Port for the fee that EBMUD charges the Port for sewer treatment/service, if any.
 - c. Contractor must meter any Port-supplied water usage as directed by the Engineer at the Contractor's expense.
 - 3. For other utilities, the Contractor shall reimburse the Port, on a monthly basis, for the metered utility usage, at the Port's rate.
- E. The Contractor shall coordinate with and pay utility companies for all work needed to disconnect, cancel, or remove utility services after completion or during suspension or resumption of the Work.

- F. The Port will reimburse the contractor for all start up and disconnection costs in accordance with Bid Item No. 3, Materials Furnished. All utility coordination work required to complete each instance of work shall be considered included in the 10% markup. No additional payment will be made.
 - 1. The Port will reimburse the contractor for all utility usage costs if and only if the total utility usage cost alone is equal to or more than five (5) percent of the total project cost.

1.21 CONSTRUCTION-RELATED UTILITY SERVICE SHUT DOWN

- A. The Contractor shall notify the Engineer in writing at least ten (10) business days in advance of any work required utility shut downs including, but not limited to, shut downs related to water, gas, electrical, fire alarm and security systems. Prior to the shutdown and no later than 10 business days prior to the shut down, the Contractor shall provide a schedule to the Engineer for approval showing the work sequence, time required and crew requirements. All equipment and personnel required to perform work shall be on hand prior to the shutdown.
- B. If any portion of the above utility shut down provision conflicts with the utility shut down provisions incorporated into the technical specifications included in the Project Manual, the utility shut down provisions in the technical specifications shall take precedence.

1.22 SITE CLEANUP

The Contractor shall maintain the work site in a clean and orderly condition during the work of the Contract. The Contractor shall legally remove and dispose of all spoils and debris resulting from the work. Contractor shall ensure that all materials and equipment are properly secured and the work site left in a clean and orderly condition at the end of each work day and whenever Contractor leaves the worksite.

The Contractor shall provide necessary equipment to fully collect, contain and legally dispose of all solid wastes generated by the work of this contract.

1.23 BOND COST REIMBURSEMENT

The Port will reimburse the Contractor for the cost of the performance and labor and material payment bonds up to a maximum of 2% of the actual bond amount purchased based on the total dollar amount of the instances of work for each one-year period. No mark ups will be allowed on these costs. The bond costs shall be defined as the bond fees less any reimbursement the Contractor may receive from the bonding company at the end of the contract year.

The Contractor shall submit to the Engineer all bond fee receipts and reimbursement notifications from the bonding company.

1.24 ESTIMATED ANNUAL CONTRACT COST

The Cost of the work to be performed for a one year period of this Contract is estimated to be approximately One Million Dollars (\$1,000,000.00). This is an estimate only and

the actual cost may vary substantially from this amount. The Contractor will be paid for actual work performed. The cost of work to be performed under this Contract including under any contract renewal cannot exceed Three Million Dollars (\$3,000,000.00).

The Port reserves the right to allocate work and the budget among up to three contractors in order to best meet the needs of the Port.

1.25 OPTION TO RENEW CONTRACT

- A. The Port, through the authority of the Executive Director or designee, shall have the option to renew the Contract for a one-year increment through December 31, 2021.
- B. Renewal of the Contract shall only take effect if agreed to in writing by both the Contractor and the Executive Director or the Chief Engineer.

END OF SECTION