

LEAK REMEDIATION FOR LANEY COLLEGE BUILDINGS A, B, F, & G – PHASE 1

DOCUMENT 00 9113

ADDENDA

BID NO. 17-18/01

Peralta Community College District

**Leak Remediation for Laney College Buildings A, B, F, & G – Phase 1
900 Fallon Street Oakland, CA 94607**

July 31, 2017

ADDENDUM No. 2

This addendum supersedes items of the original contract documents wherein it is inconsistent with it. All other conditions remain unchanged. The following changes, modifications, corrections, additions or clarifications shall apply to the contract documents and shall be made a part of and subject to all of the requirements thereof as if originally specified or shown. It is the responsibility of the proposer to review the list of attachments to ensure that the addendum is full and complete. This Addendum modifies the original RFP Documents for the above RFP. **Acknowledge receipt of this addendum in the space provided on the Proposal Form. Failure to do so may subject Proposer to disqualification.**

Revisions to bid documents:

The following documents were referred to, but not included in Addendum One distribution.

Document 00 01 15 List of Drawings revised to include additional drawings A201 (Photos), A202 (Photos), A203 (Photos), and A602 (Podium Waterproofing Details)

Document 00 11 13 Notice Inviting Bids, Section 1.01 originally stated that bids were due at 2pm on July 31, 2017. In Addendum One the due date was moved to 2pm, August 2, 2017. **The new due date is 2pm on August 3rd, 2017.**

Document 00 11 13 Notice Inviting Bids, Section 1.02 Project Description has been clarified and base bid work has changed from Building B and F courtyards to **including Building B only**. Document 00 11 13 resubmitted in its entirety.

Document 00 21 13, Instructions to Bidders resubmitted in its entirety to account for change in **basis of award**.

Document 01 50 00 Temporary Facilities and Controls, Section 1.09, A. adds verbiage concerning complying with City of Oakland noise ordinance. Document 01 50 00 resubmitted in its entirety. Modifications highlighted in red.

END OF DOCUMENT

Leak Remediation for Laney College Buildings A, B, F, & G – Phase 1

DOCUMENT 00 01 15

LIST OF DRAWINGS

001	COVER SHEET, ABBREVIATIONS, LEGEND, MAPS AND INDEX
A011	PARTIAL SITE PLAN
A101	PARTIAL DEMOLITION PLANS – BUILDINGS A AND B
A102	PARTIAL DEMOLITION PLANS – BUILDING F
A103	PARTIAL DEMOLITION PLANS – BUILDING G
A121	PARTIAL CONSTRUCTION PLANS – BUILDINGS A AND B
A122	PARTIAL CONSTRUCTION PLANS – BUILDING F
A123	PARTIAL CONSTRUCTION PLANS – BUILDING G
A201	PHOTOS
A202	PHOTOS
A203	PHOTOS
A601	PODIUM WATERPROOFING DETAILS
A602	PODIUM WATERPROOFING DETAILS

END OF DOCUMENT

DOCUMENT 00 11 13

NOTICE INVITING BIDS

- 1.01 Notice Inviting Bids:** Owner will receive sealed Bids at Peralta Community College District, Purchasing Department, 501 5th Avenue, Oakland, CA 94606 until **2 p.m. on August 2, 2017** for the following public work:

**Peralta Community College District
Leak Remediation for Laney College Buildings A, B, F, & G – Phase 1
900 Fallon Street, Oakland, CA 94607**

- 1.02 Project Description:** The Laney College Leak Remediation project includes 1) demolition of concrete topping slabs, planters, soil, plants, irrigation lines, root barriers, drainage mats, waterproofing membranes, expansion joints, flashings, termination bars, fasteners, and associated materials; 2) prepping existing deck and providing waterproofing system inclusive of water testing; 3) providing new topping slab and reinforcement; 4) performing flashing repairs at doors, windows, and other building components; 5) **cleaning, grinding and prepping existing concrete rail walls and coating with PMMA coating system**; 6) providing new drain bowls and performing miscellaneous plumbing line repairs; and 7) providing expansion joints including associated saw cutting, removal, and replacement of adjacent concrete. Base bid work includes **Building B courtyard** per the Construction Documents prepared by Allana Buick & Bers. Alternates include 1) **providing water repellent at brick and concrete walls and repointing bricks at courtyard B and repairing damaged brick at crack including epoxy injection, grinding of brick, and sealant over the crack**; 2) **applying base bid scope to courtyard A**; 3) **applying base bid scope to courtyard F**; 4) **applying base bid scope of courtyard G**; and 5) **applying water repellent at brick and concrete and repointing of brick for courtyards A, F, and G.**

1. **The project may require night time hours during demolition phase of project. Contractor to follow City of Oakland noise ordinance. Weekend work hours will be required.**

The Leak Remediation for Laney College Buildings A, B, F, & G – Phase 1 Project shall be **Substantially Completed**; i.e. all areas being watertight within **103 Calendar days** from the date when Contract Time commences to run.

Procurement of Bidding Documents: Bidding Documents contain the full description of the Work. Bidders may obtain Bidding Documents from

(Available for purchase)

ARC Northern California
1700 Jefferson Street,
Oakland, CA 94612
Tel. (510) 287-5485 Fax (510) 444-1264
www.e-arc.com
Email: oakland@e-arc.com

Note: The Bid and Contract Documents are available at ARC Northern California for non-refundable payment of the cost of reprographics and shipping per set. Payment shall be made to ARC Northern California.

(Available for viewing)

**Department of General Services
Plan Room**

**Peralta Community College District
333 East 8th Street, Oakland, CA 94606**

A copy of Contract Documents may be obtained online through the Peralta Website.

**Website: www.peralta.edu
Under “Quick Links”, click “Business Opportunities” to download the bid packet**

The following plan room services have received sets of Bidding Documents for the Work contemplated herein:

Builders Exchange of Alameda
3055 Alvarado Street
San Leandro, CA 94577
Tel. 510-483-8880 Fax 510-352-1509
Email: beac@beac.com

1.03 Bid shall be received at 501 5th Avenue. For information pertaining to the Bidding Documents, please contact **John Hiebert**, District Buyer.

a. Bid shall be received and reviewed at:

Peralta Community College District
Purchasing Department
Attn: **John Hiebert**
501 5th Avenue
Oakland, CA 94606
(510) 466-7217

1.04 Instructions: Bidders shall refer to Document 00 2000 Instructions to Bidders for required documents and items to be submitted in a sealed envelope, at 501 5th Avenue no later than the time and date set forth in Paragraph 1 above.

1.05 Mandatory Pre-Bid Site Visit: PCCDD will conduct a Mandatory Pre-Bid Conference and Site Visit at **10:00 AM on July 17, 2017** on Laney Campus on the upper podium deck of Building F. The Pre-Bid Conference and Site Visit will last approximately two hours. **Requests for Information (RFI) due date: 7/21/17 2pm**

1.06 Bid Preparation Cost: Bidders are solely responsible for the cost of preparing their Bids.

1.07 Reservation of Rights: Owner specifically reserves the right, in its sole discretion, to reject any or all Bids, to re-bid, or to waive inconsequential defects in bidding not involving time, price or quality of the work. Owner may reject any and all Bids and waive any minor irregularities in the Bids.

ARTICLE 2 – LEGAL REQUIREMENTS

2.01 Required Contractor’s License(s): A California “**B**” general contractor’s license is required to bid this contract. Joint ventures must secure a joint venture license prior to award of this contract.

2.02 Substitution of Securities: Owner will permit the successful bidder to substitute securities for any retention monies withheld to ensure performance of the contract, as set forth in Document

00 6290 Escrow Agreement For Security Deposits In Lieu Of Retention and incorporated herein in full by this reference, in accordance with Section 22300 of the California Public Contract Code.

2.03 Prevailing Wage Laws: The successful Bidder must comply with all prevailing wage laws applicable to the Project, and related requirements contained in the Contract Documents. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations.

2.04 Project Labor Agreement: The Peralta Community College District has entered into a Project Labor Agreement (PLA) for all its Public Works construction projects, which requires that the successful General Contractor, and its field Subcontractors to sign the applicable Letter of Assent (LOA). The complete text including the terms and conditions, and the LOA, are included in the bid package for review by all Contractors bidding on this project. Contractors contemplating bidding on this project are strongly encouraged to review the complete PLA documents, but should at minimum be aware of the following:

No work stoppages, strikes, sympathy strikes, slowdowns or lockouts are allowed during the execution of the work.

There are provisions for alternative dispute resolution, depending on affected crafts.

Based on a formula and certain basic requirements, a Contractor may use up to five (5) "core" workers, but all workers must be dispatched through the applicable union halls.

There are goals for the utilization of local workers, utilizing the normal hiring hall procedures for dispatch.

A Contractor is not required to become signatory to a union to work on a project covered by the PLA, but is required to sign a Letter of Assent (LOA) agreeing to work under the terms of the PLA, on a project by project basis. Workers are not required to join a union but must be dispatched through a union hiring hall and must pay union initiation fees and dues when working on a project covered by the PLA.

END OF DOCUMENT

Leak Remediation for Laney College Buildings A, B, F, & G – Phase 1

DOCUMENT 00 21 13

INSTRUCTIONS TO BIDDERS

Bids are requested by Owner, for a general construction contract, or work described in general, as set forth in Document 00 1113 (Notice Inviting Bids), and the following additional terms.

ARTICLE 1 - PROCEDURES FOR SUBMISSION OF BIDS

1.01 Required Pre-Bid Conference and Site Visit

- A. Owner will conduct Pre-Bid Conference and Site Visit at the date, time and location indicated in Document 00 1113 (Notice Inviting Bids), to consider such matters as Bidders may request and perform a Site Visit immediately following, at the Site. Bidders must attend Pre-Bid Conference and Site Visit and sign an attendance roster as a condition to bidding.
- B. The Site Visit may be the Bidders' only opportunity to investigate conditions at the Site. Other Pre-Bid Site Visits may be scheduled at Owner's sole discretion, depending on staff availability.

1.02 Required Pre-Bid Investigations

- A. Prior to submission of Bid, Bidder must conduct a careful examination of Bidding Documents and understand the nature, extent, and location of Work to be performed. Refer to Document 00 7200 (General Conditions) on required pre-bid investigations.
- B. Bidders may examine any available existing conditions information (e.g., record documents, specifications, studies, drawings of previous work), as well as applicable environmental assessment information (if any) regarding the Project, at the District plan room, 333 East 8th Street. Contact Stephen Daniels, (415) 214-2514 to schedule an appointment.

1.03 Bidder Questions and Answers

- A. Bidders must direct all questions about the meaning or intent of Bidding Documents to Owner in writing, via email to Stephen Daniels (danielss@peralta.edu). Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by written Addenda mailed, faxed, or delivered to all parties recorded by Owner as having received Bidding Documents. Owner may not answer questions received less than ten Days prior to the date for opening Bids.
- B. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect, and Bidders shall not rely on oral statements.

1.04 Addenda

- A. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner. Addenda shall be acknowledged by number in Document 00 4113 (Bid Form) and shall be part of the Contract Documents. A complete listing of Addenda may be secured from Owner.

ARTICLE 2 - RECEIPT OF BIDS:

2.01 Date and Time

- A. Sealed Bids will be received by the Owner until the date and time indicated in Document 00 1113 (Notice Inviting Bids). All Bid envelopes will be time-stamped to reflect their submittal time. Owner shall reject all Bids received after the specified time and will return such Bids to Bidders unopened. Bidders must submit Bids in accordance with this Document 00 2113.

2.02 Bid Submission:

- A. Owner will receive Bids in opaque sealed 10 inch x 13 inch envelopes, containing the required items described herein.
- B. Bidders should mark their Bid envelopes using the name, address, identifying information and contract number, indicated in Document 00 1113 (Notice Inviting Bids).

2.03 Required Contents of “Envelope” – Bid Submittals”

- A. Document 00 4113 (Bid Form). Bidders must submit Bids on Document 00 4113 (Bid Form) in accordance with the provisions of Document 00 4113. Bidders must complete all Bid items and supply all information required by Bid documents and specifications.
- B. Document 00 4313 (Bond Accompanying Bid). Bidders must submit Document 00 4313 (Bond Accompanying Bid) accompanied by a cashier’s check, certified check (certified without qualification and drawn on a solvent bank of the State of California or a National Bank doing business in the State of California) or completed form of Document 00 4313 of not less than 10% of the base Bid, payable to Owner and completed in accordance with the provisions of Document 00 4313.
- C. Document 00 4314 (Bidder Registration Form). Bidders must submit Document 00 4314 (Bidder Registration and Experience Form), completed in accordance with the provisions of Document 00 4314.
- D. Document 00 4330 (Subcontractor List). Bidders must submit Document 00 4330 (Subcontractors List) completed in accordance with the provisions of Document 00 4330. The Subcontractors List must include the names of all subcontractors for those subcontractors who will perform any portion of work, including labor, rendering of service, or specially fabricating and installing a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of the total Bid amount. Any violation of this requirement may result in a Bid being deemed non-responsive and not being considered.
- E. Document 00 4513 (Statement of Qualifications). Bidders shall complete the entire Statement of Qualification Questionnaire and submit it in accordance with Document 00 2000 (Instructions to Bidders) and Document 00 4513 (Statement of Qualifications). Failure to complete the questionnaire or inclusion of any false statement(s) shall be ground for immediate disqualification.
- F. Document 00 4519 (Non-Collusion Affidavit). Bidders must submit Document 00 4519 (Non-Collusion Affidavit) completed in accordance with the provisions of Document 00 4519.
- G. Document 00 4546 (Bidder Certifications). Bidders must submit Document 00 4546 (Bidder Certification) completed in accordance with the provisions of Document 00 4546.

ARTICLE 3 - BID OPENING AND EVALUATION

3.01 Determination of Apparent Low Bidder

- A. Owner will open each Bidders’ Envelope at the time and place indicated in Document 00 1113 (Notice Inviting Bids), initially evaluate them for responsiveness, and determine an Apparent Low Bidder as specified herein.
- B. Apparent Low Bid will be determined solely on the **base bid amount** based on terms contained in Document 00 1113 (Notice Inviting Bids) and Document 00 4113 (Bid Form), including allowances and alternates. All Bidders are required to submit Bids on all Bid items (including any alternates). Award of alternates is to be determined by the district.
- C. If Apparent Low Bidder is determined to be non-responsive or non-responsible, then Owner may proceed to the next Apparent Low Bidder’s Bid pursuant to any procedures determined in its reasonable discretion, and proceed for all purposes as if this Apparent Low Bidder were the original Apparent Low Bidder.

3.02 Evaluation of Bids

- A. Bids must be full, complete, clearly written and using the required forms. Bidders shall make any change in the Bid by crossing out the original entry, entering and initialing the new entry. Bidder's failure to submit all required documents strictly as required entitles Owner to reject the Bid as non-responsive. All Bidders must submit Bids containing each of the fully executed documents supplied in this Project Manual.
- B. In evaluating Bids, Owner will consider Bidders' qualifications, whether or not the Bids comply with the prescribed requirements, unit prices, and other data, as may be requested in Document 00 4113 (Bid Form) or prior to the Notice of Award.
- C. Owner may conduct reasonable investigations and reference checks of Bidder and other persons and organizations as Owner deems necessary to assist in the evaluation of any Bid and to establish Bidder's responsibility, qualifications, financial ability and ability to perform the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time. Submission of a Bid constitutes Bidder's consent to the foregoing.
- D. Owner shall have the right to consider information provided by sources other than Bidder. Owner shall also have the right to communicate directly with Bidder's surety regarding Bidder's bonds.
- E. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between written words and figures will be resolved in favor of the words.
- F. Bids shall be deemed to include the written responses of the Bidder to any questions or requests for information of Owner made as part of Bid evaluation process after submission of Bid.

3.03 Reservation of Rights

- A. Owner reserves the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids, and to reject the Bid of any Bidder as non-responsive as a result of any error or omission in the Bid, or if Owner believes that it would not be in the best interest of Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. For purposes of this paragraph, an "unbalanced Bid" is one having nominal prices for some Bid items and enhanced prices for other Bid items.
- B. Owner may retain Bid securities and Bid bonds of other than the Apparent Low Bidder for a period of 90 Days after award or full execution of the Contract, whichever first occurs.
- C. Owner may reject any or all Bids and waive any informalities or minor irregularities in the Bids. Owner also reserves the right, in its discretion, to reject any or all Bids and to re-Bid the Project.

ARTICLE 4 - MANDATORY BID PROTEST PROCEDURES:

4.01 Submission of Written Bid Protest

- A. Any Bid protest in connection with the construction contract or work described in general in Document 00 1113 (Notice Inviting Bids) must be submitted in writing to **Purchasing Department address listed below**, before **2:00 P.M.** of the fifth Business Day following opening of the Bidders' envelopes.

Peralta Community College District
Purchasing Department
Attn: **John Hiebert**
501 5th Avenue
Oakland, CA 94606
(510) 466-7217

- B. The initial protest document must contain a complete statement of the basis for the protest.
- C. The protest must refer to the specific portion of the document that forms the basis for the protest.
- D. The protest must include the name, address, and telephone number of the person representing the protesting party.
- E. Only Bidders who the Owner otherwise determines are responsive and responsible are eligible to protest a Bid; protests from any other Bidder will not be considered. In order to determine whether a protesting Bidder is responsive and responsible, Owner may evaluate all information contained in any protesting Bidder's Bid, and conduct the same investigation and evaluation as Owner is entitled to take regarding an Apparent Low Bidder.
- F. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

4.02 Exclusive Remedy

- A. The procedure and time limits set forth in this paragraph are mandatory and are Bidder's sole and exclusive remedy in the event of Bid protest. Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings. A Bidder may not rely on a protest submitted by another Bidder, but must timely pursue its own protest.

ARTICLE 5 - AWARD AND EXECUTION OF CONTRACT

5.01 Notice of Award and Submittal of Executed Contract Documents

- A. If Contract is to be awarded, it will be awarded to the lowest responsible responsive Bidder. Owner will issue Document 00 5100 Notice of Award. Such Award, if made, will be made within sixty (60) days after the opening of the Bid Proposals.
- B. Successful Bidder must execute and submit to Owner the "Required Contract Documents and Proof of Insurance" set forth below, by 5:00 p.m. of the 10th Day following the Notice of Award.

5.02 Required Contract Documents and Proof of Insurance

- A. Document 00 5200 (Agreement), fully executed by successful Bidder. Submit four originals, each bearing an original signature and initials on each page.
- B. Document 00 6113.13 (Construction Performance Bond), fully executed by successful Bidder and surety, in the amount set forth in Document 00 6113.13. Submit three originals.
- C. Document 00 6113.16 (Construction Labor and Material Payment Bond), fully executed by successful Bidder and surety, in the amount set forth in Document 00 6113.16. Submit three originals.
- D. Document 00 6536 (Guaranty), fully executed by successful Bidder.
- E. Insurance certificates and endorsements required by Document 00 7316 (Supplementary Conditions—Insurance): Submit one original set.

5.03 Failure to Execute and Deliver Documents:

- A. If Bidder to whom Contract is awarded, within the period described in this Document 00 2113, fails or neglects to execute and deliver all required Contract Documents and file all required bonds, insurance certificates, and other documents, Owner may, in its sole discretion, rescind the award, recover on Bidder's surety bond, or deposit Bidder's cashier's check or certified check for collection, and retain the proceeds thereof as liquidated damages for Bidder's failure to enter into the Contract Documents. Bidder agrees that calculating the damages Owner may suffer as a result of Bidder's failure to execute and deliver all required Contract Documents would be extremely difficult and impractical and that the amount of Bidder's required Bid security shall be the agreed and presumed amount of Owner's damages.
- B. Upon such failure to timely deliver all required Contract Documents as set forth herein, Owner may determine the next Apparent Low Bidder and proceed accordingly. Such Award, if made, will be made within sixty (60) days after the opening of the Bid Proposals.

ARTICLE 6 - GENERAL CONDITIONS AND REQUIREMENTS

6.01 Modification of Commencement of Work:

- A. Owner expressly reserves the right to modify the date for the Commencement of Work under the Contract and to independently perform and complete work related to Project. Owner accepts no responsibility to Contractor for any delays attributed to its need to complete independent work at the Site.
- B. Owner shall have the right to communicate directly with Apparent Low Bidder's proposed performance bond surety, to confirm the performance bond. Owner may elect to extend the time to receive faithful performance and labor and material payment bonds.

6.02 Conformed Project Manual:

- A. Following Award of Contract, Owner may prepare a conformed Project Manual reflecting Addenda issued during bidding, which will, failing objection, constitute the approved Project Manual.

6.03 Payment Bond:

- A. If the Project described in Document 00 1113 (Notice Inviting Bids) involves an expenditure in excess of twenty-five thousand dollars (\$25,000), the successful Bidder must file a payment bond with and approved by Owner prior to entering upon the performance of the Work, in accordance with Civil Code § 3247.

6.04 Wage Rates:

- A. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations.

6.05 Withdrawal of Bids:

- A. Bidders may withdraw their Bids at any time prior to the Bid opening time fixed in this Document 00 2113, only by written request for the withdrawal of Bid filed with Owner at **Purchasing Department address listed below** Bidder or its duly authorized representative shall execute request to withdraw Bid.

Peralta Community College District
Purchasing Department
Attn: **John Hiebert**
501 5th Avenue
Oakland, CA 94606
(510) 466-7217

6.06 Ineligible Contractors and Subcontractors:

- A. Owner shall not accept a Bid from a Bidder who is ineligible to bid or work on, or be awarded, a public works project pursuant to California Labor Code section 1777.1 or 1777.7. Bidders and the Contractor who is awarded the project contract shall not utilize, or allow work by, any subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to California Labor Code Section 1777.1 or 1777.7. (See California Public Contract Code Section 6109.) The California Division of Labor Standards Enforcement publishes a list of debarred contractors and subcontractors on the Internet at www.dir.ca.gov/DLSE/debar.html.

6.07 Substitutions:

- A. Bidders must base their Bids on products and systems specified in Contract Documents or listed by name in Addenda. Owner will consider substitution requests only for “or equal items.” Bidders wanting to use “or equal” item(s) may submit Document 00 6325 (Substitution Request Form) no later than 35 Days after Notice of Award. As a limitation on Bidder's privilege to request substitution of “or equal” items, Owner has found that certain items are designated as Owner standards and certain items are designated to match existing items in use on a particular public improvement either completed or in the course of completion or are available from one source. As to such items, Owner will not permit substitution. Such items are described in the Bidding Documents.

6.08 Definitions:

- A. All abbreviations and definitions of terms used in this Document 00 2113 are set forth in Document 00 7200 (General Conditions) and Section 01 4200 (References and Definitions).

END OF DOCUMENT

Leak Remediation for Laney College Buildings A, B, F, & G – Phase 1

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Specifications for general requirements for furnishing, installing, operating, and removing temporary project facilities and controls as required to perform and complete the Work.

1.02 REFERENCES

- A. American National Standards Institute (ANSI)
ANSI S1.4 Specification for Sound Level Meters
- B. State of California, Department of Transportation (Caltrans), Standard Specific
Section 12 Construction Area Traffic Controls Devices
Section 82 Markers and Delineators
- C. State of California, Department of Transportation (Caltrans), Traffic Manual
Chapter 5, Manual of Traffic Controls for Construction and Maintenance Work
- D. State of California (Caltrans), Standard Plans

1.03 TRAFFIC PLAN AND CONTROLS

- A. Traffic Control Plan
 - 1. A traffic control plan and schedule will be submitted to the Engineer at the preconstruction conference. This plan will explain how the Contractor will control the traffic during the life of the project. In this plan Contractor will identify how and when construction will take place with minimum impact to campus access. The traffic control plan shall include explanatory narrative as required to complete the plan.
- B. Permits: As applicable, apply for and obtain all permits from jurisdictional authorities as required to perform work, including hauling permits. Two copies of issued permits shall be furnished to the Engineer for record purposes.

- C. Temporary Closing to Traffic: Prior to temporary closing the breezeway, or other access, or to changing traffic patterns from those indicated on the Contract Drawings, obtain approval from appropriate jurisdictional authority, and comply with imposed conditions, at least two weeks before such closures or changes are made. Deviations will be for an emergency condition affecting life and property only, and the Contractor shall immediately notify the Engineer and the appropriate jurisdictional authority of any such emergency changes. Copies of all approvals shall be furnished to the Engineer.
- D. Temporary Walkways: In areas where removal of existing sidewalks is necessary, access to adjacent businesses, entrances, and properties shall be maintained by temporary walkways having a width of not less than four feet and meeting ADA requirements.
- E. Temporary Paving and Patching: Construct, maintain, and remove temporary pavement and patching required to safely and expeditiously handle vehicle and pedestrian traffic, within or adjacent to the jobsite. Temporary pavement and patching composition shall conform to the specifications of the local jurisdictional authority. Any construction, maintenance, or removal required by the Contractor's operations off site shall conform to the requirements specified herein.

1.04 HAUL ROUTES

- A. Make arrangements with the various jurisdictional authorities for access to streets and roads for transporting materials, equipment, excess earth and soil materials, and debris to and from the site of the Work.
- B. All such access or haul routes shall be indicated on the traffic control plan and shall be submitted to the jurisdictional authorities for approval as specified in Article 1.03 herein.
- C. These haul routes shall be maintained and cleaned of all dirt and debris resulting from the Contractor's use of these streets and roads. Any damage to streets and roads resulting from the Contractor's use shall be properly repaired and, at completion of this Contract, restored to their original condition or better.

1.05 CONSTRUCTION OPERATIONS UNDER TRAFFIC

- A. Definitions: Construction equipment is defined for the purposes of this Article as all types of equipment, vehicles, and tools used in connection with construction work.

The term workers includes every person or firm performing work in or adjacent to public streets.

- B. Construction Equipment: When in traffic lanes, all vehicles and equipment shall be operated at normal traffic speeds. If this is not practicable, a slow moving vehicle emblem shall be displayed in accordance with the Motor Vehicle Code. Construction equipment shall not be parked in any lane intended for use by normal traffic. Equipment parked or stored at the work site shall be behind a guard rail, barrier, curb, or other protective device.
- C. One-Way Traffic: No construction equipment shall be operated in traffic lanes, except in the designated direction of travel for respective lanes.
- D. Construction Operations
 - 1. Schedule surface operations so that work is not carried on intermittently throughout the area. Excavation or construction activities shall be scheduled and pursued to completion as required to permit opening of street areas to traffic without unnecessary delays.
 - 2. No construction work involving occupancy of traffic lanes shall be performed during adverse weather conditions or adverse road conditions, and traffic shall be properly safeguarded by use of flashers and lights in addition to the signs and other markings specified herein. During these periods, no construction deliveries shall take place over a travel lane or immediately adjacent thereto.
 - 3. When traffic conditions dictate, the Contractor shall modify its work operation for such length of time as required to alleviate the hazardous traffic conditions.
- E. Equipment Travel
 - 1. No construction equipment other than that designated and used for general highway transportation shall be moved on streets during hours of darkness or periods of adverse weather conditions which reduce normal visibility.
 - 2. Any construction equipment or material required for construction operations which exceeds the maximum vehicle dimensions specified in the Motor Vehicle Code, shall be moved only in accordance with established State and local regulations. No such oversize load shall be moved over public streets without first obtaining approval of the appropriate jurisdictional authority.
- F. Crossing Traffic Lanes: Construction equipment entering the traveled way from the median shall be safeguarded by a CMS and with flaggers as required. Where traffic speeds are high, slow-moving construction equipment entering the traveled way shall be protected by a “rolling barricade” supplied by the California Highway Patrol

(CHP). This operation shall be performed at off-peak hours and requires coordination between the Contractor and the CHP, with the cost being borne by the Contractor.

- G. **Flaggers:** When flagging is required, provide qualified flaggers and flagging in accordance with the requirements of the Caltrans Traffic Manual, Chapter 5, Manual of Traffic Controls, Section 5.07.
- H. **Removal of Traffic Control Devices:** All temporary signs, barricades, barrier curbs, crash cushions, drums, and cones used to safeguard traffic in connection with construction work shall be removed at the close of the work day, unless the state of the work is such that warning devices are still needed and are adapted for night closing.
- I. **Storage:** No material or traffic control devices shall be stored on any lane intended for traffic use.

1.06 POLLUTION ABATEMENT - GENERAL REQUIREMENTS

- A. Comply with the General Conditions, Article GC7.10. Conduct construction operations in a manner which will minimize pollution of the environment surrounding the area of the Work by all practicable means and methods. Apply specific controls as specified in the Contract Specifications and as follows:
 - 1. **Waste Materials:** No waste or eroded materials shall be allowed to enter natural or man-made water or sewage removal systems. Eroded materials from excavations, borrow areas, or stockpiled fill shall be contained within the Work area. The Contractor shall develop methods for control of erosion as specified in Article 1.08 herein.
 - 2. **Burning:** No burning of waste materials or debris will be permitted.
 - 3. **Burying:** No burying of waste materials and debris will be permitted within the limits of the District's property.
- B. Provide for and maintain the flow of all sewers, drains, house or inlet connections, and all water courses which may be encountered during progress of the Work. Do not allow the contents of any sewer, drain or house or inlet connection to flow into trenches or outside of the District's property unless in an approved area consistent with State and Federal regulations. Immediately remove from proximity of the work all offensive matter, using such precautions as are required by jurisdictional authorities.

1.07 DUST CONTROL

- A. Provide dust control at all times, including holidays and weekends, as required to abate dust nuisance on and about the site which is a result of construction activities. Dust control shall be by means of sprinklered water or by other approved methods, except that chemicals, oil, or similar palliative shall not be used.
- B. Quantities and equipment for dust control shall be sufficient to effectively prevent dust nuisance on and about the site; and when weather conditions warrant, sprinklering equipment shall be on hand at all times for immediate availability.
- C. The Engineer shall have authority to order dust control work whenever conditions warrant, and there shall be no additional cost to the District therefor. Dust control shall be effectively maintained whether or not the Engineer orders such work.
- D. Complaints from the public shall be reported to the District and shall be acted on immediately.
- E. Where earthwork operations are in progress, keep exposed earth surfaces dampened continuously. Also, keep dirt accessways and roads dampened continuously.
- F. If portions of the site are temporarily inactive or abandoned for whatever reason, provide dust control and abatement continuously during such periods of inactivity.
- G. Where dust resulting from construction activities has collected on public sidewalks and streets, hose down such sidewalks and streets to abate flying dust particles. Clean all sidewalks and streets from accumulated dirt and dust.

1.08 MUD CONTROL

- A. Take proper measures to prevent tracking of mud onto public streets, drives, and sidewalks. Such measures shall include, but are not limited to, covering muddy areas on the site with clean, dry sand.
- B. All egress from the site shall be maintained in a dry condition, and any mud tracked onto streets, sidewalks, or drives shall be immediately removed, and the affected area shall be cleaned. The Engineer may order such work at any time the conditions warrant.
- C. Where trucks will leave a muddy site and enter paved public streets, the Contractor shall maintain a suitable truck wheel-washing facility and crew. All trucks, or other vehicles leaving the site, shall be cleaned of mud and dirt, including mud and dirt clinging to exterior body surfaces of vehicles.
- D. All trucks coming to the site or leaving the site with materials or loose debris shall be loaded in a manner which will prevent dropping of materials or debris on streets. Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately.

1.09 NOISE CONTROL

- A. Requirements: Minimize noise caused by construction operations, and provide working machinery and equipment fitted with efficient noise suppression devices. Employ other noise abatement measures as necessary for protection of employees and the public. In addition, restrict working hours and schedule operations in a manner which will minimize, to the greatest extent feasible, disturbance to residents and/or students in the vicinity of the Work. **City of Oakland noise ordinance must be complied with in regards to hours of operation for demolition.**
- B. Definitions
1. Daytime refers to the period from 7:00 a.m. to 7:00 p.m. local time daily except Sundays and legal holidays.
 2. Nighttime refers to all other times including all day Sunday and legal holidays.
 3. Construction Limits are defined for the purpose of these noise control requirements as the District right-of-way lines, construction easement boundaries, or property lines as indicated on the Contract Drawings.
 4. Zones, Special Zones, and Special Construction Sites outside of the Construction Limits shall be as designated by the local authority having jurisdiction. Such specially designated zones shall be treated by the Contractor as if they were within the Construction Limits.
- C. Monitoring
1. Promptly inform the District Representative of any complaints received from the public regarding noise. Describe the action proposed and the schedule for implementation, and subsequently inform the District Representative of the results of the action.
 2. Monitor noise levels day and night and for each new activity or piece of equipment. Start by measuring three times a day plus once a night for three consecutive days. Monitor noise levels at least at least once a week thereafter.
- D. Measurement Procedure
1. Except where otherwise indicated, perform all noise measurements using the A-weight network and “slow” response of an instrument complying with the criteria for a Type 2 General Purpose sound level meter as described in ANSI S1.4.

2. Measure impulsive or impact noises with an impulse sound level meter complying with the criteria of IEC 179 for impulse sound level meters. As an alternative procedure, a Type 2 General Purpose sound level meter on C-weighting and “fast” response may be used to estimate peak values of impulsive or impact noises. Transient meter indications of 125 dBC “fast” or higher will be considered as indications of impulsive noise levels of 140 dB or greater.
 3. Measure noise levels at buildings affected acoustically by the Contractor’s operations at points between three feet and six feet from the building face to minimize the effect of reflections.
 4. Measure noise levels at points on the outer boundaries of Construction Limits or Special Construction Sites for noise emanating from within.
 5. Where more than one criterion of noise limits are applicable, use the more restrictive requirement for determining compliance.
- E. Continuous Construction Noise: Prevent noise from stationary sources, parked mobile sources, or any source or combination of sources producing repetitive or long-term noise lasting more than one hour from exceeding the following limits:

1. Maximum Allowable Continuous Noise Level, dBA:

Affected Residential Area	Daytime	Nighttime
Single family residence	60	50
Along an arterial or in multi-family residential areas, including hospitals	65	55
In semi-residential/commercial areas, including hotels	70	60
Affected Commercial Area	At All Times	
In semi-residential/commercial areas, including schools	65	
In commercial areas with no nighttime residency	65	
Affected Industrial Areas	At All Times	
All locations	65	

F. Intermittent Construction Noise: Prevent noises from non-stationary mobile equipment operated by a driver or from any source of non-scheduled, intermittent, non-repetitive, short-term noises not lasting more than four hours from exceeding the following limits:

1. Maximum Allowable Intermittent Noise Level, dBA:

Affected Residential Area	Daytime	Nighttime
Single family residence areas	75	60
Along an arterial or in multi-family residential areas, including hospitals	75	65
In semi-residential/commercial areas, including hotels	75	70
Affected Commercial Area	At All Times	
In semi-residential/commercial areas, including schools	80	
In commercial areas with no nighttime residency	85	
Affected Industrial Area	At All Times	
All locations	90	

1.10 EXISTING UTILITIES / FACILITIES

A. It is not the intent of the plans to show the exact location of existing or relocated utilities, and the Engineer and Owner assume no responsibility therefor. The Contractor is advised that underground utilities are not shown on the plan drawings. The Contractor shall be responsible for verifying actual location and depth of existing utilities in the field. Where excavation is contemplated, the Contractor shall notify Underground Service Alert at (800) 642-2444 or 811, prior to such excavation.

B. Where excavations are performed in the vicinity of underground utility mains and/or services the Contractor shall, as necessary, perform initial exploratory excavations to determine their exact depth and location. Payment for exploratory excavation shall be included in the various items of work needed to complete the excavation work. Extreme care shall be exercised to avoid damage, and it will be the Contractor's sole responsibility to have repairs made to existing facilities at his/her expense in the event of damage.

- C. The Contractor is advised of the possible existence of certain underground facilities that may require special precautions to protect the health, safety and welfare of the workmen and of the public. These facilities include, but are not limited to: irrigation lines and peripherals; street lighting electric supply system conductors or conduits; telephone and cable service lines, either directly buried or in duct or conduit and; underground water, gas, and electrical distribution systems.
- D. The Contractor shall not be entitled to any right of way delays associated with the relocation or repair of these utilities and other facilities and shall cooperate fully with the owners of these utilities and other facilities for their relocation and repair work.
- E. Schedule constraints will be discussed at the preconstruction conference and the Contractor shall incorporate such adjustments in their contract scheduling as necessary.
- F. All existing facilities in conflict with the proposed improvements shall be relocated by the Contractor.

1.11 TEMPORARY FACILITIES AND UTILITIES

A. Contractor's Offices

1. If applicable, Contractor shall maintain on site a suitable office completely furnished to house the administrative staff of the Contractor to the satisfaction of the Owner.
2. The facility shall have sufficient telephone and data cabling to maintain telephone service, fax service and computer connections to run all software and operations required to satisfactorily communicate with the project team.
3. Contractor shall submit to the Owner the intended office and equipment configuration for approval prior to placement and installation.

B. Electric Power and Lighting

1. The Contractor will furnish and pay for power during the course of the work to the extent power is available on the Site. The Contractor shall be responsible for providing and maintaining temporary facilities required to deliver that power service from its existing location on the Site to points of use.
2. Contractor shall verify characteristics of power available on the Site. Contractor shall take all actions required to make modifications where power of higher voltage or different phases of current are required. Contractor shall be fully responsible for providing that service and shall pay all costs required therefore.

3. The Contractor shall furnish, wire, install, and maintain temporary electrical lights wherever it is necessary to provide illumination for the proper performance and/or observation of the Work. If portable or temporary lights are used, all light must be located so as not to direct light into neighboring properties.

C. Water

1. The Contractor will furnish and pay for water during the course of the work to the extent water is then available on the Site. The Contractor shall be responsible for providing and maintaining temporary facilities required to deliver such utility service from its existing location on the Site to points of use.
2. Contractor shall use backflow preventers on water lines at point of connection to outside water supply. Backflow preventers shall comply with requirements of Uniform Plumbing Code.
3. Contractor shall make potable drinking water available for human consumption. Drinking water shall be potable, and drinking water facilities shall be clean and sanitary.

D. Sanitary Facilities

1. Provide adequate temporary toilet conveniences, and washing facilities, for use of all employees and persons engaged on or about the Work, including subcontractors and their employees.
2. Locate sanitary facilities where approved by Owner, Inspector and/or authorities having jurisdiction and maintain in a clean and sanitary condition during the course of the Work. Keep such facilities adequately supplied with toilet paper, paper toweling, paper cups, and related supplies as required.
3. Use of toilet facilities in the Work under construction shall not be permitted except by consent of the Inspector and the Owner.
4. At completion of the Work, sanitary facilities shall be properly disinfected and all evidence of same removed from the site.

E. Telephone Service

1. Contractor shall arrange with local telephone service company for telephone service for the performance of the Work. Contractor shall, at a minimum, provide in its field office one line for telephone, computer and one line for fax machine.

2. Contractor shall pay the costs for telephone and fax lines installation, maintenance, service, and removal.

F. Fire Protection

1. Contractor shall provide and maintain fire extinguishers and other equipment for fire protection. Such equipment shall be designated for use for fire protection only and shall comply with all requirements of the California Fire, State Fire Marshall and/or its designee.
2. Where on-site welding and burning of steel is unavoidable, Contractor shall provide protection for adjacent surfaces and fire watches until 30 minutes past the conclusion of the event.

G. Trash Removal

1. Contractor shall provide and maintain sufficient debris boxes and shall segregate debris as required elsewhere in this document for recycling as not to become a public nuisance. Capacity of boxes and bins shall be sufficient as to accept all trash created until removed from site.

1.12 ENCLOSED STORAGE AND SHOPS

- A. Provide all temporary storage and shop rooms that may be required at the site for safe and proper storage of tools, materials, and equipment. Construct such rooms only in locations indicated or as approved by the District Representative, and so as not to interfere with the proper installation and completion of other work.
- B. Remove such rooms within three days of receipt of notices from the District that removal is necessary, and incur all expenses for such removal.
- C. Storage of gasoline or similar fuels shall conform with NFPA regulations and local fire department regulations and shall be confined within definite boundaries apart from buildings as approved by the District Representative and jurisdictional fire marshall.

1.13 PROTECTIVE BARRICADES AND SAFETY PRECAUTIONS

- A. Construct and maintain barricades, lights, shoring, warning signs, and flashing lights as required by Federal and State safety ordinances and as required to protect the District's property from injury or loss and as necessary to protect the public and adjacent properties from harm and damage. Provide walks around obstructions made in a public place for prosecuting the Work. Leave all protection in place and maintain until removal is authorized.
- B. Guard and protect all workers, pedestrians, vehicles, structures, fencing, landscaping and the public from excavations, construction equipment, obstructions, and other

dangers with adequate railings, guard rails, k-rails, temporary walks, barricades, warning signs, directional signs, overhead protection, planking, decking, danger lights, and other suitable safeguards.

1.14 TEMPORARY FENCING

- A. Furnish, construct, maintain, and later remove temporary fencing around the project site perimeter as indicated.
- B. Except as otherwise specified herein, temporary fencing shall conform to the Standard Drawings and Specifications Standards for permanent fences.
- C. Used materials may be employed for temporary fencing, provided such used materials are good, sound, and are suitable for the purpose intended.
- D. Fencing materials may be commercial quality, provided the dimensions and sizes of said materials are equal to, or greater than, the dimensions and sizes indicated on the Standard Drawings or specified in the Contract Specifications. Additional fencing options include the following:
 - 1. Posts may be either metal or wood.
 - 2. Galvanizing and painting of steel items will not be required.
 - 3. Treating wood with wood preservatives will not be required.
 - 4. Concrete footings for metal posts will not be required, except where portable footings are required for temporary anchorage of posts.
- E. Temporary fencing which is damaged from any cause during the progress of the Work shall be repaired or replaced by the Contractor at no additional cost to the District.
- F. When no longer required for the Work, temporary fencing shall be removed. Removed fencing and related materials shall become the property of the Contractor and shall be removed from the site of the Work, except as otherwise provided herein.
- G. Holes and other damages caused by the removal of temporary fences shall be properly filled to match adjacent surfaces.

1.15 SECURITY

- A. Provide for security of the Work and the site until final inspection and acceptance of the Work. Storage areas shall be suitably fenced and lighted and routinely patrolled by security guards.

- B. The District assumes no responsibility for protection of structures and finished work or for loss of materials and equipment from the time that Contract operations have commenced until final acceptance of the Work.
- C. If watchman service is deemed necessary by the Contractor, such protection shall be provided by the Contractor, and all costs therefor shall be paid for by the Contractor.
- D. Damaged, lost, or stolen materials and equipment, whether or not stored or already installed, shall be replaced by the Contractor with new specified materials and equipment, including reinstallation expenses where applicable, at no additional cost to the District.

1.17 PUBLICITY RELEASES

- A. Contractor shall not release any information, story, photograph, plan, or drawing relating information about the Project to anyone, including press and other public communications medium, including, without limitation, on website(s).

1.18 REMOVAL OF TEMPORARY FACILITIES AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, and materials prior to final inspection.
- B. Remove underground installations to a minimum depth of two feet.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION