

# PORT OF OAKLAND

July 30, 2001

AUG 06 2001

Mr. Barney Chan  
Alameda County Health Care Services Agency  
Department of Environmental Health  
1131 Harbor Bay Parkway, 2nd Floor  
Alameda, California 94502

**Subject: Project Manual and Plan Drawings and Soil and Groundwater Sampling Plan and Closure Plan, Intake and Discharge Tunnels, Former Seabreeze Yacht Center, Oakland**

Dear Mr. Chan:

Please find enclosed the Project Manual and Plan Drawings for the sealing of the intake and discharge tunnels and the revised report "Soil and Groundwater Sampling Plan and Closure Plan, Intake and Discharge Tunnels," for the former Seabreeze Yacht Center, 280 Sixth Avenue, Oakland. The Closure Plan was revised in response to comments provided in your e-mail memo dated June 25, 2001, and subsequent discussions with yourself and Betty Graham of the Regional Water Quality Control Board.

We expect the work plan to be implemented by February 2002, once permits have been obtained from the appropriate regulatory agencies, and the work is awarded to a general contractor.

If you have any questions concerning the enclosed documents, please contact me at 510-627-1184.

Sincerely,

Douglas P. Herman  
Associate Port Environmental Scientist

Cc w/encl: Betty Graham, RWQCB  
Christy Herron, Port

Cc w/o encl: Rhodora Del Rosario, Baseline  
Anne Henny, Port CRE  
Tony Chu, Port Engineering

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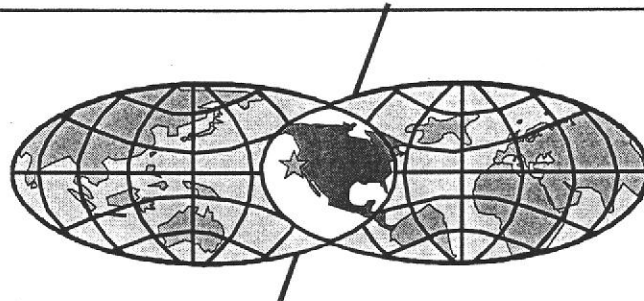
AUG 06 2001

# PROJECT MANUAL

## FOR

CONSTRUCTION OF SEALS FOR INTAKE AND  
DISCHARGE TUNNELS AT FORMER  
SEABREEZE YACHT CENTER  
OAKLAND, CALIFORNIA

JULY, 2001



### PORT OF OAKLAND

THE BOARD OF PORT COMMISSIONERS

ROOM 629

530 WATER STREET  
OAKLAND, CA 94607

DOCUMENT 00010

**SEALING OF INTAKE/DISCHARGE TUNNELS  
AT THE FORMER SEABREEZE YACHT CENTER  
OAKLAND, CALIFORNIA**

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END OF DOCUMENT



DOCUMENT 00015

**LIST OF PLANS**

The Plans included with this Project Manual and made a part of the Contract Documents are supplied with this Project Manual and designated as CONSTRUCTION OF SEALS FOR INTAKE AND DISCHARGE TUNNELS AT THE FORMER SEABREEZE YACHT CENTER, OAKLAND, CALIFORNIA. File AA-3709, See Index of Drawings within the Plans for a further description of the Plans.

END OF DOCUMENT

DOCUMENT 00100

**INVITATION TO BID**

The Port of Oakland is inviting bids for a project in its Small Business Enterprise (SBE) program. The Chief Engineer will receive sealed bids at the Engineering Services Counter, 2<sup>nd</sup> Floor, 530 Water Street, Oakland, California, until 3:00 p.m. on Thursday, August 23, 2001, for the following public work:

**CONSTRUCTION OF SEALS FOR INTAKE AND DISCHARGE TUNNELS  
AT THE FORMER SEABREEZE YACHT CENTER,  
OAKLAND, CALIFORNIA**

The Work of this 30 calendar day project consists generally of excavation, demolition and concrete seal work on abandoned cooling water tunnels from an old power plant located at the former Seabreeze Yacht Center, Oakland, California. Work includes excavation of earth at seal location, demolishing top of concrete tunnels (two locations), excavating tunnel debris, removing the debris from site, pouring concrete seal and covering with earth.

A California Class A contractor's license is required to bid this contract. The Bidder or Bidder's Subcontractor who removes contaminated soil and/or waste materials shall possess State Contractors Hazardous Substance Removal Certification. Joint ventures must secure a joint venture license prior to award of this Contract.

Bidders shall refer to Document 00200, Instructions to Bidders, for required documents and items to be submitted in a sealed envelope and applicable times for submission.

All Contractors are encouraged to obtain Bidding Documents for this project. This project has been included in the Port of Oakland's Small Business Program. Initially only bids from eligible, Port certified Small Business Enterprises (SBEs) will be accepted. If the firm is not already certified as a SBE by the Port, the Port's Database Questionnaire and necessary support documents must be submitted to the Port's Office of Equal Opportunity at least 10 business days before the bid date (prior to August 9, 2001) in order to qualify for SBE status. Only small businesses in Oakland, Alameda, Emeryville and San Leandro qualify for Port certification as SBEs. The new SBE ceiling for all classes of construction firms is now \$10,000,000 average annual gross revenue or less over the past 3 years. Subcontractors are not required to be located in these cities or to be certified under the SBE program; however, for local credit they must be Port certified and submit the questionnaire and supporting documents as above. For a questionnaire and a checklist of required documents, the Port's Certification Unit may be reached by email: [rodoi@portoakland.com](mailto:rodoi@portoakland.com) or by fax: 510.451.1656, Attn. Rhonda Odoi.

If one or more certified SBEs submit a bid that is acceptable to the Port, it is the Port's intention to award the Contract under that program. If no qualified bids are received from eligible, certified SBEs, bids based on the original Bidding Documents, will be solicited from all Bidding Document Holders recorded as of the above-stated bid submission date and time. The Port will notify all Bidding Document Holders recorded as of the above-stated bid submission date and time, by a letter soliciting new bids and containing the new bid submission date and time.

Bidders will be required to comply with the Port's Non-discrimination and Small/Local Business

Utilization Policy. These requirements are described in the policy and implementing regulations, which are included in the Project Manual as Document 00810. Bidders are alerted that this policy with its implementing regulations will be used to modify the bids for comparison purposes in order to determine the lowest responsible bidder.

The Port will permit the successful Bidder to substitute securities for retention monies withheld to ensure performance of the contract, as set forth in Document 00680, Escrow Agreement for Security Deposits in Lieu of Retention, in accordance with Section 22300 of the California Public Contract Code.

The Port has an Owner Controlled Insurance Program (OCIP) that will provide the General Liability, Worker's Compensation, Contractor's Legal Liability and Builders Risk for this project. The Contractor will be required to provide Automotive Liability Insurance for Contractor's vehicles and equipment.

A performance bond and a payment bond are required for this contract.

The specifications for the work include the Port's Hire Area Residents Program (HARP) which will pay a bonus to Contractors based on payroll to residents of Oakland, Berkeley, Emeryville, Alameda and San Leandro.

The Contractor and all subcontractors shall pay their employees performing labor under this Contract salaries or wages at least equal to the general prevailing wage rates in effect at the time of advertising for bids, as determined by the Director of the Department of Industrial Relations of the State of California, for the particular crafts, classifications or types of workers employed on the project.

The work of this project is subject to the Port of Oakland Construction and Demolition Debris Waste Reduction and Recycling Requirements, included in the Project Manual as Exhibit A. The Waste Reduction Recycling Plan Form shall be submitted with the bid.

The Port will conduct a pre-Bid conference at 9:00 a.m. on Wednesday, August 8, 2001, in the Board Room, Second Floor, Port of Oakland Building, 530 Water Street, Oakland, California. It is strongly recommended that Bidders attend the pre-Bid conference. The pre-Bid conference will last approximately one hour.

The Port will conduct one Site inspection tour. The tour is scheduled immediately after the pre-Bid meeting on Wednesday, August 8, 2001, at 10:00 a.m. Bidders should meet for the Site inspection tour in front of the entrance to the Port of Oakland Building, 530 Water Street, Oakland, California. Bidders should contact Harbor Facilities (510) 627-1298 at least 24 hours prior to the scheduled tour date and time to confirm arrangements and participate in the inspection tour. Bidders will be taken in Port vans to the Site.

Bidders may obtain Bidding Documents from the Port's Engineering Services Counter, located at 2<sup>nd</sup> Floor, 530 Water Street, Oakland, California on or after Monday, July 30, 2001. There is no charge for the bidding documents.

For information pertaining to the availability or reproduction of the Bidding Documents, please contact the Engineering Services Counter of the Port at (510) 627-1364. All technical questions shall be sent to Tony Chu by email at [tchu@portoakland.com](mailto:tchu@portoakland.com) or by fax at (510) 272-9329. The Port will not respond to questions received within the last seven days of bidding.

The Port 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.

Bidders are solely responsible for the cost of preparing their Bids.

END OF DOCUMENT

DOCUMENT 00200

**INSTRUCTIONS TO BIDDERS**

Bids are requested for a general construction contract described in general as follows:

PORT OF OAKLAND CONTRACT X2001-04-P1

**CONSTRUCTION OF SEALS  
FOR INTAKE AND DISCHARGE TUNNELS  
AT THE FORMER SEABREEZE YACHT CENTER  
OAKLAND, CALIFORNIA**

1. **RECEIPT OF BIDS.** The Port will received sealed bids from Bidders until 3:00 p.m., on Thursday, August 23, 2001. Bids received after the specified time will not be accepted and will be returned to the Bidder unopened.
  - a) **Small Business Enterprise Bid Process:** This project has been included in the Port of Oakland Small Business Utilization Program. Initially only bids from eligible, certified Small Business Enterprises (SBEs) will be accepted.
  - b) **Non Small Business Enterprise Bid Process:** If no qualified bids are received from eligible, certified SBEs, bids based on the original Bidding Documents will be solicited from all Bidding Document Holders recorded as of the above-stated bid submission date and time, by a letter which will also contain the new bid submission date and time. Such new bids will be based on the original Bidding Documents.
2. **DETERMINATION OF APPARENT LOW BIDDER.** Apparent low Bid will be based solely on the Total Bid Price. All Bidders are required to submit Bids on all Bid items. The Bids will be compared on the basis of the modified bid amount calculated in accordance with the applicable paragraphs of Part IV, Section A, of Document 00810, Non-Discrimination and Small/Local Business Utilization Policy. If the Bid is accepted and the Contract awarded on the basis of the modified bid amount, the actual amount of the Bid before reduction under the Non-Discrimination and Small/Local Business Utilization Policy will be the amount awarded the Contractor.
3. **REQUIRED BID FORM.** Bidders must submit Bids on Document 00400, Bid Form. The Port will reject as non-responsive any Bid not submitted on the required form. Bids must be full and complete. Bidders must complete all Bid items and supply all information required by Bidding Documents. The Port reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Bidders must submit clearly written Bids, and the Port reserves the right to reject any Bid not clearly written. Bidders may not modify the Bid Form or qualify their Bids. The Bid must be clearly and distinctly written without any erasure or interlineation. Any changes in the Bid shall be clearly made, with the original entry crossed out and the new entry initialed by the Bidder.
4. **REQUIRED BID SECURITY.** Bidders must submit with their Bids cash, 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, of not less than ten percent (10%) of the aggregate amount of the Total Bid Price, payable to the Port of Oakland. The Port will provide the required form of corporate surety bond, Document 00411,

with requirements specified in Document 00700, General Conditions, and Section 01620, Production Options and Substitutions.

d. Port will require at least twenty-one (21) calendar days to review requests for substitutions.

13. **WAGE RATES.** Contractor and all subcontractors shall pay their employees performing work under this contract, salaries or wages equal to the general prevailing rates or per diem wages for each craft, classification, or type of worker in effect at the time of advertising for Bids, as determined by Director of Department of Industrial Relations of the State of California. This information is available on the Internet at <http://www.dir.ca.gov/DLSR/statistics-research.html> and <http://www.dir.ca.gov/DLSR/PWD/>. Free access to the Internet is available at the Oakland Public Library, Main Branch, 125 – 14<sup>th</sup> Street, Oakland, California 94612, (510) 234-3134, and all of its fifteen (15) branches, listed below:

NAME	ADDRESS	TELEPHONE NUMBER
Asian	388-9 <sup>th</sup> Street Oakland, California 94608	(510) 238-3400
Brookfield	9255 Edes Avenue Oakland, California 94603	(510) 615-5725
Cesar E. Chavez	1900 Fruitvale Avenue Oakland, California 94601	(510) 535-5620
Dimond	3565 Fruitvale Avenue Oakland, California 94602	(510) 482-7844
Eastmont	7200 Bancroft Avenue, Ste. 211, Oakland, California 94605	(510) 615-5726
Elmhurst	1427-88 <sup>th</sup> Avenue Oakland, California 94621	(510) 615-5727
Golden Gate	5433 San Pablo Avenue Oakland, California 94608	(510) 597-5023
Lakeview	555 El Embarcadero Oakland, California 94610	(510) 238-7344
Martin Luther King, Jr.	6833 International Boulevard Oakland, California 94621	(510) 615-5728
Melrose	5420 Bancroft Avenue Oakland, California 94601	(510) 535-5623
Montclair	1687 Mountain Boulevard Oakland, California 94611	(510) 482-7810
Piedmont Avenue	160-41 <sup>st</sup> Street Oakland, California 94611	(510) 597-5011
Rockridge	5366 College Avenue Oakland, California 94618	(510) 597-5017
Temescal	5205 Telegraph Avenue Oakland, California 94609	(510) 597-5049
West Oakland	1801 Adeline Street Oakland, California 94607	(510) 238-7352

14. **NON-DISCRIMINATION AND SMALL/LOCAL BUSINESS UTILIZATION POLICY.** The successful Bidder must comply with the Port's Non-Discrimination and Small/Local Business Utilization Policy, a copy of which is enclosed as Document 00810. These provisions include



steps which must be undertaken prior to the Bid date to provide equal opportunity for LBABEs and LIABEs to seek and obtain subcontracts on the Project. Bidders may be disqualified for failure to comply with these provisions. Bidders are alerted that in order to receive preference points to modify the bids for comparison purposes, all certifications must be complete at time of bid. To be certified for a particular project, a contractor must submit a Database Questionnaire and all supporting documents at least ten (10) business days prior to bid opening or submit a copy of a current City of Oakland Local Business Enterprise (LBE) or Small Local Business Enterprise (SLBE) certification letter with the bid documents. Questions concerning the Port's Non-Discrimination and Small/Local Business Utilization Policy may be directed to contact Bendu Griffin at [bgriffin@portoakland.com](mailto:bgriffin@portoakland.com) or by fax, 510-451-1656.

Prior to the Port's contract award, the apparent low Bidder and its intended subcontractors may be required to attend a pre-award conference for the purpose of Port review, approval, disapproval, or approval with conditions of the apparent low Bidder's compliance with the Port's Non-Discrimination and Small/Local Business Utilization Policy.

The Hire Area Residents Program (HARP) will be in effect with respect to the Contract. The Hire Area Residents Program is set forth in Document 00820. The HARP targeted cities are Oakland, Berkeley, Emeryville, Alameda and San Leandro. The Port will provide a bonus to the Contractor based on hours worked on the Contract by HARP area residents who are employed to do the work of the Contract, whether employed by the Contractor or a subcontractor.

15. **BID SUBMISSION.** Each Bidder shall submit its Bid in an opaque sealed envelope containing forms listed herein. The sealed envelope shall be hand delivered to the Chief Engineer of the Port at the Engineering Services Counter, Second Floor, 530 Water Street, Oakland, California. The Bids will be time and date stamped upon receipt. All Bids should be marked as follows:

Chief Engineer  
Port of Oakland  
530 Water Street  
Oakland, California 94607

BID FOR PORT CONTRACT X2001-04-P1

**CONSTRUCTION OF SEALS  
FOR INTAKE AND DISCHARGE TUNNELS  
AT THE FORMER SEABREEZE YACHT CENTER  
OAKLAND, CALIFORNIA**

Bids must contain the following, fully executed documents:

- 1) Document 00400, Bid Form. The entire document is the Bid Form.
- 2) Cashier's check, certified check, or corporate surety bond of not less than 10% of the amount of the Bid. Bidder and its surety must execute Document 00411, Bond Accompanying Bid, if submitted.
- 3) Document 00420, Contractor Registration and Safety Experience Form.

- 4) Document 00430, Subcontractors List Form: If Bidder intends to employ subcontractors, Bidder must furnish the information required on these forms, in accordance with instructions contained in these Instructions to Bidders.
  - 5) Document 00481, Non-Collusion Affidavit: subscribed and sworn before a notary public.
  - 6) Document 00482, Bidder Certifications: signed and completed as indicated therein.
  - 7) Completed Port of Oakland Waste Reduction Recycling Plan ("WRRP") form, as indicated in Section 01100, Summary of Work. The Port of Oakland Construction and Demolition Debris Waste Reduction and Recycling Requirements for Port Public Works Projects, including the required WRRP form, are included in the Project Manual as Exhibit A.
  - 8) Bids shall be deemed to include any written responses of a Bidder to any questions or requests for information of the Port made as part of the Bid evaluation process after submission of the Bid.
16. **BID OPENING.** Engineering Services personnel shall time stamp Bids on receipt. Bids will be opened in private.
17. **POST-NOTICE OF AWARD REQUIREMENTS.** The apparent low Bidder must execute and submit the following documents after Bids have been opened and duly inspected. The apparent low Bidder's failure to submit these documents properly and timely entitles the Port to reject the Bid as non-responsive.
- a. Submit the following documents to the Port by 5:00 p.m. of the twentieth (20th) day following receipt of the Notice of Award. Execution of contract depends upon approval of these documents:
    - 1) Document 00520, Agreement: To be executed by the successful Bidder. Submit three (3) copies, each bearing all required original signatures.
    - 2) Document 00610, Construction Performance Bond. To be executed by the successful Bidder and surety, in the amount of one hundred percent (100%) of the Contract Sum.
    - 3) Document 00620, Construction Labor and Material Payment Bond: To be executed by successful Bidder and surety, in the amount of one hundred percent (100%) of the Contract Sum.
    - 4) Insurance forms, documents and certificates required by Document 00700, General Conditions, Paragraph 4.2, including, without means of limitation Aon Form-1, Aon Form-2 and Aon Form-3 (as described therein). Port reserves the right to make changes and modifications to the Project Insurance Manual (See Document 00700, General Conditions, Paragraph 4.2 and Document 00830, Attachments, attaching the form of the Project Insurance Manual), including the forms to be filed thereunder, as Port may deem necessary from time to time after the bid date, provided that any such modification or change shall not result in an



increase in Contractor's cost of providing insurance equivalent to the insurance earlier specified or lessen materially the coverage. In the event there is any modification or change to the Project Insurance Manual after the bid date, then at the election of Port, upon the latter of the Notice of Award of the Contract, the Port will provide the Project Insurance Manual to the successful bidder, which document shall be a Contract Document. In such case, all other copies of the Project Insurance Manual received by Bidder prior to the Contract Award are superceded.

- b. Upon receipt of the Notice of Award, the apparent low Bidder and each of its subcontractors who employs workers in any apprenticeable craft or trade shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices, in accordance with Section 1777.5 of the California Labor Code.
- c. The Port shall have the right to contact directly the bond sureties proposed by the apparent low Bidder to confirm the issuance of the bonds.

18. **BID PROTEST.** Any Bid protest must be submitted in writing to the Chief Engineer, before 5:00 p.m. of the fifth (5th) business day following Bid opening.

- a. The initial protest document must contain a complete statement of the basis for the protest.
- b. The protest must refer to the specific portion of the document which forms the basis for the protest.
- c. The protest must include the name, address and telephone number of the person representing the protesting party.
- d. 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 which 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.
- e. The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of Bid protest. The 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.

19. **BID EVALUATION.** The Port may reject any and all bids and waive any informalities or minor irregularities in the Bids. The Port also reserves the right, in its discretion, to reject any or all Bids and to re-bid the Project. The Port reserves the right to reject any or all nonconforming, non-responsive, unbalanced or conditional Bids, re-bid, and to reject the Bid of any Bidder if the Port 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 the Port.

- a. In evaluating Bids, the Port will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- b. The Port may conduct such investigations as the Port deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents. The Port shall have the right to communicate directly with Bidder's Surety regarding Bidder's bonds.
- c. 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 numerals and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of the words.
- d. In addition to the price, in determining the lowest responsible, responsive Bidder, consideration shall be given to:
  - (i) The quality and performance of the supplies to be purchased and the services to be provided by Bidder;
  - (ii) The ability, capacity and skill of Bidder to perform the Work required by the Contract Documents;
  - (iii) The ability of Bidder to perform the Work required by the Contract Documents within the times specified, without delay;
  - (iv) The character, integrity, reputation, judgment, experience and efficiency of Bidder;
  - (v) The quality of Bidder's performance on previous contracts with the Port of Oakland or City;
  - (vi) The ability of Bidder to provide future maintenance, repair parts and services for the use of the supplies purchased;
  - (vii) Bidder's satisfaction of Port's Non-Discrimination and Small/Local Business Utilization Policy, the responsiveness of information furnished under other applicable requirements.

- e. Bids that are within 10% (ten percent) or \$1,000,000.00 (one million dollars), whichever is less, of the apparent low bidder's Total Bid Price, will be reduced by an equivalent percentage for purposes of evaluation to determine the lowest responsible bidder's "Modified Bid Amount" in accordance with the applicable paragraphs of Part IV, Section A, of the Non-Discrimination and Small/Local Business Utilization Policy. The Modified Bid Amount is equal to the Total Bid Price shown on the Bid Form, less the product of "equivalent percentage," and said Total Bid Price. The "equivalent percentage" calculation is based upon the validated preference points, (i.e., 5 points = 5%).

EXAMPLE:

MBA = Modified Bid Amount

TBBP = Total Bid Price (say \$20,000,000)

EP = Equivalent Percentage (e.g., say 5 points = 5% = 5/100)

MBA = TBBP - EP(TBBP)

= \$20,000,000 - (5/100) (\$20,000,000)

= \$20,000,000 - \$1,000,000

= \$19,000,000

Additional example is shown in the table below:

Bidder	Bid	Points	Bid Adjustment	Modified Bid Amount <sup>1</sup>
A	\$20,000,000	5	\$1,000,000	\$19,000,000
B	\$20,400,000	6	\$1,224,000	\$19,176,000
C	\$21,625,000	8	N.A. <sup>2</sup>	

<sup>1</sup> Modified Bid Amount used for bid comparison purposes.

<sup>2</sup> Bid is more than \$1,000,000 over low bid, so no adjustment is made.

If the bid is accepted and the Contract awarded on the basis of the Modified Bid Amount, the actual amount bid before reduction under these rules will be the amount awarded the Contractor. The Board reserves the right to award the Contract to the lowest responsible responsive bidder on the basis of this calculation.

20. **FAILURE TO EXECUTE AND DELIVER DOCUMENTS.** If the Bidder to whom the contract is awarded shall for twenty (20) days after such award fail or neglect to execute and deliver all required Contract Documents and file all required bonds, insurance certificates, and other documents (see section 17a.), the Port may, in its sole discretion, deposit the Bidder's surety bond, cashier's check or certified check for collection, and proceeds thereof may be retained by the Port as liquidated damages for Bidder's failure to enter into the Contract Documents. The Bidder agrees that calculating the damages the Port may suffer as a result of the Bidder's failure to execute and deliver all required Contract Documents and other required documents would be extremely difficult and impractical and that the amount of the Bidder's required Bid security shall be the agreed and presumed amount of the Port's damages.

21. **AWARD.** The Chief Engineer will award the Contract to the lowest responsible responsive

Bidder. The Notice of Award, Document 00510, will be delivered as provided therein.

22. **DEFINITIONS.** Except as set forth herein, all abbreviations and definition of terms used in these Instructions to Bidders are set forth in Specification Section 01420, References and Definitions.

23. **SIGNING BIDDING DOCUMENTS AND CONTRACT DOCUMENTS.** If the Bidder is a corporation, all Bidding Documents required to be executed by the Bidder (and, if such Bidder is the apparent low bidder and receives the Notice of Award, all Contract Documents required to be executed by such Bidder after Notice of Award) shall set forth the legal name of the corporation and must be signed by the officer or officers legally authorized by the corporation or by law to bind the corporation. If the Bidder is a non-corporate entity, all Bidding Documents required to be executed by the Bidder (and, if such Bidder is the apparent low bidder and receives the Notice of Award, all Contract Documents required to be executed by such Bidder after Notice of Award) shall be submitted in the name of the entity and signed by a partner or member, with authority to sign documents on behalf of such entity. The Port reserves the right to require additional evidence of the authority of any person executing the documents on behalf of the Bidder.

Any person signing on behalf of an entity thereby warrants their authority to bind the entity. The Port reserves the right to require additional evidence of the authority of any person executing documents on behalf of the Bidder.

24. **OBTAINING FULL-SIZE PLANS.** Half-size prints of the Project Plans will be issued with the Project Manual. Full-size copies of the Plans may be purchased by contacting Engineering Services Counter of the Port at (510) 627-1364. Ten sets of full-size Plans and ten Project Manuals will be made available to the Contractor after Award of Contract.

END OF DOCUMENT

DOCUMENT 00340

**HAZARDOUS MATERIAL SURVEYS**

1.01 SUMMARY

This Document describes hazardous material surveys included in or with the Contract Documents and use of data therein.

1.02 REPORTS AND INFORMATION

A. The Port, its consultants, contractors and tenants have prepared documents providing a general description of the Site and locations of hazardous materials subject of the Work. These documents consist of surveys and/or reports included in or with this Project Manual, or made available for review and copying. The surveys and/or reports are the following:

1. Soil and Groundwater Sampling Plan and Closure Plan Intake and Discharge Tunnels, Former Seabreeze Yacht Center, Oakland, California, prepared by Baseline, dated April 2001, Project No. S9171-C1

B. Bidders may inspect such surveys and/or reports at the Port's Engineering Services Counter, located at 530 Water Street, Second Floor, Oakland, CA., and copies may be obtained upon Bidders' payment of costs of reproduction and handling. These surveys and/or reports are not part of Contract Documents.

1.03 USE OF DATA

A. Data regarding the locations of hazardous materials was obtained only for use of the Port and its consultants, contractors, and tenants for planning and design and are not part of Contract Documents. Bidder may rely on this information for its general accuracy regarding the locations of potentially hazardous materials subject of the Work. Otherwise, the provisions of Document 00320, Geotechnical Data And Existing Conditions, apply to the Work.

B. The Port does not warrant and makes no representation regarding the accuracy, completeness or thoroughness of any other data regarding existing conditions or hazardous materials, including, but not limited to, quantities, characteristics, volumes, structural features, location of Underground Facilities or connections thereto, or any information verifiable by visual inspection. Bidder represents and agrees that in submitting a Bid it is not relying on any data regarding existing conditions supplied by the Port, except the general location of potentially hazardous materials.

1.04 INVESTIGATIONS

A. Before submitting a Bid, each Bidder shall be responsible for performing and/or obtaining such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may

affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs or projects incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing Work in accordance with the time, price and other terms and conditions of the Contract Documents.

- B. The Port has provided time in the period prior to bidding for Bidder to perform these investigations.

#### 1.05 ACCESS TO SITE

- A. On written request, the Port may provide each Bidder access to Site to conduct such examinations, investigations, explorations, tests and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests and studies. Any investigation performed by Contractor to verify hazardous materials/waste conditions must comply with the provisions of Document 00700, General Conditions, and Document 00805, Supplemental General Conditions – Hazardous Materials, including but not limited to the requirements regarding compliance with all laws, permits, giving of all notices, and indemnification. Bidders shall also present Port with proof of insurance with such coverages, policy limits and insurers as are satisfactory to the Port.
- B. Any Bidder requesting access to the Site shall submit a request in writing to the Port at least seven (7) days in advance of the proposed date of access. The Bidder's request for access shall describe the proposed date of access, the location and nature of any physical investigations or explorations, the equipment intended to be used, the identity of the parties who will use the access, the duration of such access, and any other information the Port may reasonably request. The Port will provide access only pursuant to a letter authorizing access. In providing access, the Port may impose such conditions or restrictions on access as it deems necessary and shall have the right to observe the access. Proof of insurance shall accompany such request. The request for access should be made to the Port to Tony Chu by e-mail at [tchu@portoakland.com](mailto:tchu@portoakland.com) or by fax at (510) 272-9329.

END OF DOCUMENT



DOCUMENT 00400

**BID FORM**

BOARD OF PORT COMMISSIONERS  
CITY OF OAKLAND

To: Chief Engineer

Re: Contract X2001-04-P1

CONSTRUCTION OF SEALS FOR INTAKE AND DISCHARGE TUNNELS AT FORMER SEABREEZE YACHT CENTER, 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, unless a greater period is authorized by the Board, 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) 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) 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, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sum of money listed in the following Bid Schedule:

SCHEDULE OF BID PRICES

All bid items, including lump sums and unit prices must be filled in completely. Bid items are described in Section 01100, Summary of Work. Quote in numerals only, unless words are specifically requested.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE (Figures)</u>	<u>TOTAL</u>
1.	All Contract Work Other Than Work Separately Provided for Under Other Bid Items	lump sum		\$ _____
2.	All Earthwork	lump sum		\$ _____
3.	Concrete Demolition	lump sum		\$ _____
4.	Furnish and Place Concrete	cu. yds.	\$ _____ cu. yd.	\$ _____

Items 5 through 8 are contingency work and may or may not be necessary, depending on field conditions. The amount bid totals for the contingency items shall be included in the Total Bid Price for comparison purposes.

5.	Removal, Transport and Disposal of Class I California Hazardous Waste Materials from Jobsite to Class I California Hazardous Waste Disposal Site	tons	\$ _____ ton	\$ _____
6.	Removal, Transport and Disposal of RCRA Hazardous Waste Materials from Jobsite to Class I RCRA Hazardous Waste Disposal Site	tons	\$ _____ ton	\$ _____
7.	Removal, Transport and Disposal of Non-hazardous Contaminated Soil and Waste Materials from Jobsite to Class II Disposal Site	tons	\$ _____ ton	\$ _____
8.	Removal, Transport and Disposal of Non-hazardous Contaminated Soil and Waste Materials from Jobsite to Class III Disposal Site	tons	\$ _____ ton	\$ _____

**TOTAL BID PRICE** \$ \_\_\_\_\_



5. Subcontractors and their sub-bids for work included in all bid items are listed on the attached Document 00430 Subcontractors List.
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 Bond, Document 00630, Letter of Assent, and the required certificates of insurance, all within the time and in the manner specified in Document 00200.
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 ten percent (10%) of Total Bid Price, 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 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: \_\_\_\_\_

Its: \_\_\_\_\_

(If Corporation: Chairman, President or Vice

President)

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
(If Corporation: Secretary, Assistant Secretary,  
Chief Financial Officer or Assistant Treasurer, if  
necessary)

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 DOCUMENT

DOCUMENT 00520

**AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by \_\_\_\_\_ and \_\_\_\_\_ whose place of business is located at \_\_\_\_\_ (the "Contractor"), and the CITY OF OAKLAND, a municipal corporation, acting by and through its BOARD OF PORT COMMISSIONERS (the "Port"), acting under and by virtue of the authority vested in the City of Oakland by the laws of the State of California.

WHEREAS, the Port, by its Resolution No. \_\_\_\_\_, adopted on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, awarded to the Contractor the following contract:

Port Contract: X2001-04-P1

**CONSTRUCTION OF  
SEALS FOR INTAKE AND DISCHARGE TUNNELS  
AT THE FORMER SEABREEZE YACHT CENTER  
OAKLAND, CALIFORNIA**

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the Contractor and the Port agree as follows:

**ARTICLE 1. Work**

- 1.1 The Contractor shall complete all Work specified in the Contract Documents, in accord with the Plans, Specifications, and all other terms and conditions of the Contract Documents.

**ARTICLE 2. Architect/Engineer, Chief Engineer, Construction Manager**

- 2.1 The Project has been designed by, and Plans and Specifications have been prepared by or under the direction of Port Engineering Staff, who shall have the limited rights assigned to Architect/Engineer to the extent provided in the Contract Documents.
- 2.2 The Port has designated its Chief Engineer, who shall represent the Port in all matters relating to the Contract Documents. The Chief Engineer shall have final authority over all matters pertaining to the Contract Documents, and shall have sole authority to modify the Contract Documents on behalf of the Port, to accept work, and to make decisions or actions binding on the Port, and shall have sole signature authority on behalf of the Port, provided that the Chief Engineer's actions are subject to Port Ordinance No. 1606, as amended.
- 2.3 The Port's Chief Engineer has designated a Port Resident Engineer, to have charge of the execution and inspection of the Work of the Contract Documents. The specific duties of the Resident Engineer are set forth in Section 01310 Job Site Administration.

- 2.4 The Board of Port Commissioners may assign all or part of the Chief Engineer's rights, responsibilities and duties to a Construction Manager. The specific duties of the Construction Manager are set forth in Section 01310 Job Site Administration.

### **ARTICLE 3. Contract Times and Liquidated Damages**

- 3.1 Contract Time. The Work shall be Finally Complete and ready for final payment in accordance with Section 01770, Contract Closeout, thirty (30) calendar days from the date when the Contract Time commences to run as provided in Document 00700, General Conditions.

Refer to Section 15.2.4 in Document 0700, General Conditions, regarding adverse weather days.

- 3.2 Liquidated Damages. The Port and the Contractor recognize that time is of the essence of this Agreement and that the Port will suffer financial loss in the form of contract administration expenses (including project management and consultant's expenses) if Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the Contract Documents. Consistent with Section 15.5 of Document 00700 General conditions, the Contractor and the Port agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by the Port because of a delay in completion of the Work (including a delay in the achievement of an event in the Milestone Schedule specified herein.). Accordingly, the Port and Contractor agree that as liquidated damages for delay the Contractor shall pay the Port:

- 3.2.1 Five Dollars (\$500) for each day or fraction thereof that expires after the time specified herein for the Contractor to achieve Final Completion, until Work is Finally Complete.

These measures of liquidated damages shall apply cumulatively and shall be presumed to be, except as provided below, the damages suffered by the Port resulting from delay in completion of work.

- 3.3 Liquidated damages for delay shall cover damages suffered by the Port as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from defective work, or any other damages not a result of delay. Liquidated damage measures may be subject to reduction based on Port's actual possession and use of partially completed facilities in accordance with Section 01100, "Summary of Work".

### **ARTICLE 4. Contract Sum**

- 4.1 The Port shall pay the Contractor the Contract Sum for completion of Work in accordance with the Contract Documents as set forth in Contractor's Bid Form, Document 00400, which is attached hereto. The Contract Sum shall be paid to the Contractor in accordance with the Contract Documents, including without limitation, Section 1200, Measurement and Payment.

## ARTICLE 5. The Contractor's Representations and Warranties

In order to induce the Port to enter into this Agreement, the Contractor makes the following representations and warranties:

- 5.1 The Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by the Contractor and safety precautions and programs incident thereto.
- 5.2 The Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as built-drawings, drawings or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which are identified in Document 00320, Geotechnical Data and Existing Conditions or in Document 00340, Hazardous Materials Surveys, or which may appear in the Plans, and accepts the determination set forth in these documents and Document 00700, General Conditions, of the limited extent of the information contained in such reports and drawings upon which the Contractor may be entitled to rely. The Contractor agrees that except for the information so identified, the Contractor does not and shall not rely on any other information contained in such reports and drawings.
- 5.3 The Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Article 5.2 above) which pertain to the subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at contiguous to the Site or otherwise which may affect the cost, progress, performance or furnishing of Work, as the Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by the Contractor for such purposes.
- 5.4 The Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 5.5 The Contractor has given the Port prompt written notice of all conflicts, errors, ambiguities or discrepancies that it has discovered in or among the Contract Documents and as-built and actual conditions and the written resolution thereof through Addenda issued by the Port is acceptable to the Contractor.
- 5.6 The Contractor is duly organized, validly existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California.
- 5.7 The Contractor has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed thereunder.

The Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on the Contractor.

- 5.8 The Contractor hereby remakes all of the representations, warranties, certifications and other statements contained in Document 00482, Bidder Certifications, all of which are incorporated herein by this reference as if fully stated in this place.

#### **ARTICLE 6. Contract Documents**

- 6.1 Contract Documents consist of the following documents, including all changes, addenda and modifications thereto, as listed on Document 00010, Table of Contents:

Document 00510	Notice of Award
Document 00520	Agreement
Document 00550	Notice to Proceed
Document 00610	Performance Bond
Document 00620	Labor and Material Bond
Document 00650	Agreement and Release of Any and All Claims
Document 00680	Escrow Agreement
Document 00700	General Conditions
Document 00805	Supplemental General Conditions – HazMat
Document 00810	Non-Discrimination and Small/Local Business Utilization Policy
Document 00815	Non-Discrimination in Construction Workforce Policy
Document 00820	HARP
Document 00822	Apprenticeship Program
Document 00830	Attachments – Project Insurance Manual and Construction Safety Standards Manual
Document 00910	Addenda
Specifications	Divisions 1 through 16
Plans listed in Document 00015	

- 6.2 There are no Contract Documents other than those listed above in this Article 6. Document 00320, Geotechnical Data and Existing Conditions, and Document 00340, Hazardous Materials Surveys, and the information supplied through these documents, are not Contract Documents. The Contract Documents may only be amended, modified or supplemented as provided in Document 00700, General Conditions.

#### **ARTICLE 7. Miscellaneous**

- 7.1 Except as set forth herein, terms used in this Agreement are defined in Document 00700, General Conditions, and Section 01420, References and Definitions of the Specifications, and will have the meaning indicated therein.
- 7.2 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of the Port, or acting as an employee or representative of the Port, liable on this Agreement, or any of the Contract Documents, or upon any warranty of authority or otherwise, and it is further understood and agreed that liability of the Port is limited



and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

- 7.3 In entering into a public works contract or a sub-contract to supply goods, services or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services or materials pursuant to the public works contract or the sub-contract. This assignment shall be made and become effective at the time the Port tenders final payment to the Contractor, without further acknowledgment by the parties.
- 7.4 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, are deemed included in the Contract Documents and on file at the Port's offices, and shall be made available to any interested party on request. Pursuant to Section 1861 of the Labor Code, the Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and the Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 7.5 This Agreement and the Contract Documents shall be deemed to have been entered into in the City of Oakland, County of Alameda, State of California, and shall be governed in all respects by California law (excluding choice of law rules). Venue for all disputes or litigation hereunder shall be Alameda County.

IN WITNESS WHEREOF the parties hereto have executed this Agreement in **[triplicate]** the day and year first above written.

CONTRACTOR:

By: \_\_\_\_\_  
Signature

Its: \_\_\_\_\_  
Title (If Corporation: Chairman, President  
or Vice President)

By: \_\_\_\_\_  
Signature

Its: \_\_\_\_\_  
Title (If Corporation: Secretary, Assistant  
Secretary, Chief Financial Officer or  
Assistant Treasurer)

PORT:

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

By: \_\_\_\_\_  
CHARLES W. FOSTER, Executive Director

Attest: \_\_\_\_\_  
CHRISTOPHER C. MARSHALL, Secretary

Approved as to form and legality this \_\_\_  
day of \_\_\_\_\_, 2001

\_\_\_\_\_  
DAVID L. ALEXANDER, Port Attorney

Port Resolution No. \_\_\_\_\_  
P. A. NO. \_\_\_\_\_

END OF DOCUMENT



## DIVISION 1 GENERAL REQUIREMENTS

### SECTION 01100

#### SUMMARY OF WORK

#### PART 1 GENERAL

##### 1.01 SUMMARY

- A. This section includes summary of work including:
1. Work Covered By The Contract Documents
  2. Bid Items
  3. Allowances
  4. Occupancy Requirements
  5. Contractor Use Of Premises
  6. Protection Of Existing Structures and Utilities
  7. Work Restrictions
  8. Special Conditions And Restrictions Pertaining To Work
  9. Permits
  10. Security
  11. Submittals
  12. Utilities

##### 1.02 WORK COVERED BY THE CONTRACT DOCUMENTS

- A. The Work comprises CONSTRUCTION OF SEALS FOR INTAKE AND DISCHARGE TUNNELS AT FORMER SEABREEZE YACHT CENTER, OAKLAND, CALIFORNIA, and consists in general of furnishing all labor, materials, appliances, tools, equipment, transportation, services and supervision required to seal the intake and discharge tunnels at the former Seabreeze Yacht Center, all in accordance with the Contract Documents. The Contract Documents describe the Work, which includes, but is not limited to, earthwork, demolition, and concrete work.
- B. The Work of this Contract includes work covered by lump sum and unit prices.
- C. The Work of this Contract comprises construction of all the work shown on the Port Plans AA-3709, described by the Contract Documents.
- D. Coordinate with work provided by the Port under separate contract shown on the Plans or described in this Document, as described in Section 1.07, below.
- E. Unless provided otherwise in the Contract Documents, all risk of loss to the Work covered by the Contract Documents shall rest with the Contractor until Final Completion and Acceptance of the Work.
- F. The Contractor's use of the Site for Work and storage is limited to the area designated by the Engineer.

### 1.03 BID ITEMS

A. Any bid item may be deleted in total or in part prior to or after award of Contract without compensation in any form or adjustment of other bid items or prices therefore.

B. Descriptions:

ITEM 1: **All Contract Work Other Than Work Separately Provided for Under Other Bid Items.** The lump sum price to be paid for under this Item includes full compensation for performing all Work shown on the Plans or the Specifications herein or in any other manner required by the Contract Documents, not paid for under separate bid items

ITEM 2: **All Earthwork.** The lump sum price to be paid for under this Item includes full compensation for all earthwork as shown on the Plans and specified herein.

ITEM 3: **Concrete Demolition.** The lump sum price to be paid for under this Item includes full compensation for concrete demolition as shown on the plans and specified herein.

ITEM 4: **Furnish and Place Concrete.** The unit price to be paid under this Item shall be full compensation for furnishing and placing concrete as shown on the Plans and specified herein.

C. Contingencies

Items 5 through 8 are contingency work and may or may not be necessary, depending on field conditions.

ITEM 5: **Removal, Transport and Disposal of Class I California Hazardous Waste Materials from Jobsite to Class I California Hazardous Waste Disposal Site.** The unit price to be paid under this Item shall be full compensation for removal and disposal of Class I California hazardous waste materials from jobsite to class I California hazardous waste disposal site as shown on the Plans and specified herein.

ITEM 6: **Removal, Transport and Disposal of RCRA Hazardous Waste Materials from Jobsite to Class I RCRA Hazardous Waste Disposal Site.** The unit price to be paid under this Item shall be full compensation for removal and disposal of RCRA hazardous waste materials from jobsite to class I RCRA hazardous waste disposal site as shown on the Plans and specified herein.

ITEM 7: **Removal, Transport and Disposal of Non-hazardous Contaminated Soil and Waste Materials from Jobsite to Class II Disposal Site.** The unit price to be paid under this Item shall be full compensation for removal and disposal of non-hazardous contaminated soil and waste materials from jobsite to class II disposal site as shown on the Plans and specified herein.

- ITEM 8: **Removal, Transport and Disposal of Non-hazardous Contaminated Soil and Waste Materials from Jobsite to Class III Disposal Site.** The unit price to be paid under this Item shall be full compensation for removal and disposal of non-hazardous contaminated soil and waste materials from jobsite to class III disposal site as shown on the Plans and specified herein.

#### 1.04 CONTRACTOR USE OF PREMISES

- A. Prior to commencement of Work or excavation, 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.

#### 1.05 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

- A. 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.
- B. In addition to reporting if a utility is damaged, the Contractor shall take appropriate action as provided in the General Conditions.
- C. 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.

#### 1.06 WORK RESTRICTIONS

- A. Access: Access to the Intake Tunnel Site shall be via 5<sup>th</sup> Avenue. Access to the Discharge Tunnel Site shall be via 6<sup>th</sup> Avenue gate.
- B. Parking: Parking for Contractor's employees vehicles shall be confined to the Site, unless otherwise directed by the Engineer.
- C. Storage: Contractor's equipment and materials may be stored at the Site in areas designated by the Engineer. The Contractor shall be responsible for the security of material and equipment stored at the Site.
- D. Working Hours: Work shall normally be performed during daylight hours of the week. However, upon request from the Contractor, the Port will approve work during night or during weekends and holidays
- E. Access by Government Authorities: 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 the site and adjoining lands being performed by or for the Port.

#### 1.07 SPECIAL CONDITIONS AND RESTRICTIONS PERTAINING TO WORK

- A. 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.
- B. The Work requires the Contractor to remove, handle, transport and dispose of contaminated and hazardous substances. Contractor shall submit prior to the commencement of the Work all submittals required by Section 01340, Safety and Environmental Submittals, and shall not commence work until approval by the Port, comply fully with the requirements of such submittals and all other requirements of the Contract Documents, applying to such activities.

#### 1.08 PERMITS

- A. No building permits are required for this work.
- B. The Port has received from the San Francisco Bay Conservation and Development Commission ("BCDC") a permit with respect to all aspects of the Work over which the BCDC has jurisdiction. Contractor shall comply with all requirements in such permit that apply to the performance of the Work, all rules, regulations and conditions of the BCDC that apply to the performance of the Work, and all other applicable requirements in the Contract Documents.
- C. Copies of the permits from the U.S. Army Corps of Engineers and BCDC are available for review at the Engineering Services Counter, 2<sup>nd</sup> Floor, Port of Oakland Building, 530 Water Street, Oakland.
- D. Contractor acknowledges that the scope of the Work includes services not provided under specific Bid items which are reasonably necessary to comply with the Environmental Permits. In the event that additional Environmental Permit necessary for the performance of the Work is issued after the Bid submission date, and the terms, conditions and requirements of that Environmental Permit require the Contractor to perform services or to provide materials which are different from the scope of Work in the Contract Documents, the Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Times unless such change in the Work materially differs from the Work in the Contract Documents and such change could not be reasonably expected by the Contractor given the ordinarily encountered and generally recognized conditions under similar permits as the Environmental Permits which inherently apply to the performance of the Work provided in the Contract Documents. Contractor shall be responsible for its costs of evaluating the implications for the Work of the terms, conditions and restrictions of the Environmental Permits, and of responding to any Requests for Proposals or Field Changes of Port which are issued in connection with the issuance of the Environmental Permits. Subject to the foregoing, the provisions of Section 01250, Modification Procedures, shall apply to any change in scope of the Work arising from the issuance of the

Environmental Permits which were not obtained by the Port prior to Bid submission date.

- E. The specification 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. Refer to Section 13.2 of Document 00700, General Conditions.

#### 1.09 SECURITY

- A. The Contractor shall be responsible for security of the Work and of its equipment and materials at the project site.
- B. The Contractor shall at all times exercise control over any persons or vehicles, other than from regulating agencies, visiting the work site of its activities.

#### 1.10 SUBMITTALS

- A. The Port will within twenty-one calendar days after receipt of submitted material, return at least two copies with the Port's comments noted thereon. If so instructed, resubmit to the Port the same number and in the same manner as originally submitted. Within twenty-one calendar days after receipt of resubmitted material, two copies will be returned with the Port's comments. Refer to Section 1330, Submittals.

#### PART 2 PRODUCTS

Not applicable to this section.

#### PART 3 EXECUTION

Not applicable to this section.

END OF DOCUMENT

SECTION 01340

**SAFETY AND ENVIRONMENTAL SUBMITTALS**

PART 1 - GENERAL

1.01 SCOPE

Prepare and submit written safety and environmental Plans and Programs as specified herein prior to start of site work. All written safety and environmental Plans and Programs required to be submitted herein must be favorably reviewed by the Port prior to the Contractor starting work at the site.

1.02 PORT'S REVIEW OF SUBMITTALS

Neither the Port's review of, nor comments on, any of the submittals shall constitute a representation of warranty as to compliance with any legal requirements. The Port reserves the right to reject all or portions of a submittal as inadequate to protect health, safety, or the environment. If project conditions change, promptly update the Plans and Programs, as appropriate, and submit the revised Plans and Programs to the Engineer at no additional charge to the Port.

1.03 PLANS AND PROGRAMS

A. Submit the following site-specific, checked items within fifteen (15) calendar days after the effective date of the Contract and prior to starting work at the site.

1. Health and Safety Plan. Health and Safety Plan will be evaluated according to the minimum criteria established in the Port Construction Safety Standards Manual:

a. For Non-Hazardous Waste Operations:

Describe the health and safety hazards anticipated in performing the work, measures to be taken to reduce those hazards and to protect employees and the public. Include procedures for identifying and reporting unforeseen hazards.

b. For Potential Hazardous Waste Operations:

Describe the health and safety hazards anticipated in performing the work, and measures to be taken to reduce those hazards and to protect employees and the public. Include procedures for identifying and reporting unforeseen hazards.

Identify an individual(s), either an employee or subcontractor, who is trained in accordance with CCR Title 8, Section 5192 (Cal/OSHA), Hazardous Waste Operations and Emergency



Response (HAZWOPER), and who is qualified to identify potentially hazardous wastes or contaminated soils which might be encountered on the jobsite. Describe methods of identifying these materials and communicating the findings to the Engineer. The Plan does not need to comply with CCR Title 8, Section 5192 (Cal/OSHA).

c. For Identified Hazardous Waste Operations:

All aspects of the Health and Safety Plan shall comply with CCR, Title 8, Section 5192 (Cal/OSHA), Hazardous Waste Operations and Emergency Response. The Plan shall be signed by an individual Certified in the Comprehensive Practice of Industrial Hygiene (CIH) by the American Board of Industrial Hygiene and trained in hazardous waste site operations as required by Section 5192. If hazard conditions change, promptly update the Plan and resubmit to the Engineer, at no additional charge to the Port.

Include the following items:

- 1) Training, medical, and respirator approval documentation for all employees who will work at the site.
- 2) The names and addresses of the waste hauler and the landfill for hazardous waste.

2. Asbestos Abatement Program in accordance with CCR Title 8, Section 1529 (Cal/OSHA):

Include the following items:

- a. Registration with Cal/OSHA as an Asbestos Abatement Contractor, (required for removing more than 100 square feet of materials containing greater than 0.1 percent asbestos).
- b. Notifications for asbestos work, including Cal/OSHA, the Bay Area Air Quality Management District, and, where appropriate, EPA Region IX.
- c. Training, medical, and respirator approval documentation for all employees who will work at the site.
- d. The identity of the Competent Person, as defined by Cal/OSHA.
- e. The Contractor's asbestos control procedures, including:
  - 1) Staging of the project.

- 2) Placement and number of negative air machines and exhausts.
  - 3) Staging of waste containers.
  - f. Weekly progress reports as the project progresses.
  - g. At project completion, documentation, including daily reports or logs, air monitoring results, waste manifests, and other similar pertinent information.
  - h. Material Safety Data Sheets for hazardous materials brought onto the site.
  - i. Procedures for identifying and reporting unforeseen hazards.
  - j. The names and addresses of the waste hauler and the landfill for asbestos waste.
3. Lead Compliance Program in accordance with CCR Title 8, Section 1532.1 (Cal/OSHA):
- Include the following checked items:
- a. Training, medical, and respirator approval documentation for all employees who will work at the site.
  - b. The identity of the Competent Person, as defined by Cal/OSHA.
  - c. Material Safety Data Sheets for hazardous materials brought onto the site.
  - d. The Contractor's procedures for identifying and reporting unforeseen hazards.
  - e. The names and addresses of the waste hauler and the landfill for hazardous and non-hazardous wastes.
4. Storm Water Pollution Prevention Plan (SWPPP) including:
- a. A site map identifying storm drain inlets.
  - b. Identification of potential sources of pollution.
  - c. A plan to eliminate non-storm water discharges such as washwater, spills, and others.
  - d. Best Management Practices (BMPs) to minimize discharges of pollutants in storm water runoff.



e. How agencies and the Port will be notified in case of spills.

5. Compliance with State General Construction Activity Storm Water NPDES Permit, including:

a. Development of a Storm Water Pollution Prevention Plan that complies with all requirements of the General Construction Activity Storm Water Permit.

b. Development of a color coded site map showing:

1) Areas of soil disturbance that have been stabilized.

2) Areas to be graded, in addition to a time schedule.

3) Areas of potential soil erosion where control practices will be implemented (Indicate the control practices and time schedule for implementation).

4) Locations of post-construction projects (i.e., ponds, grassy swales, detention basins).

c. Development of a Site Inspection Checklist.

d. Submittal of the Site Inspection Checklist on a weekly basis.

6. Disposal of Fluorescent Lights and/or Ballasts Plan, as applicable.

7. Soil and Groundwater Management Plan:

Describe how any disturbed soil or collected water will be handled, including temporary storage, testing and/or treatment, and disposal. Identify all activity where potential exists for waste to be generated.

Where feasible, excavated soil from utility trenching may be placed back within the utility corridor near the original excavation.

Soil that cannot be placed back in the utility trench, and waste generated from other activities shall be \*tested by the Contractor as per General Conditions, Article 14.1, Alterations, Modifications and Force Account Work. The Contractor shall provide the name of an analytical laboratory, contact name for coordinating environmental testing, and waste hauler, if used.

In addition, the Plan must include a section describing soil management measures to be implemented during the performance of the work, to prevent soil pollution.

8. Debris Containment Program:

Describe the control of debris generated by the performance of the work and how the work area will be maintained unencumbered by the debris confined inside the work area.

9. Dust and Air Pollution Management Plan:

Describe measures to be taken to control dust and prevent air pollution resulting from the performance of the work. Describe in detail how dust and air emissions generated during the performance of the work will be minimized, controlled, contained, treated and/or disposed. The Plan must incorporate air pollution controls described in Section 01563 of these specifications, as well as an Air Quality Site Inspection Checklist to be completed and submitted on a weekly basis.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

- END OF SECTION -

DIVISION 2 - SITE WORK

SECTION 02110

**SITE DEMOLITION AND CLEARING**

PART 1 - GENERAL

1.01 SCOPE

Furnish all labor, materials, tools, equipment, appurtenances, transportation and services required to perform all demolition and related tasks, including but not limited to the following:

- A. Demolition of existing concrete.
- B. Removal of sludge from tunnel.

1.02 RELATED WORK

- A. Earthwork: Section 02200

1.03 QUALITY ASSURANCE

- A. Codes and Standards: State of California Article 31, California Construction Safety Order, latest edition.
- B. General criteria: The documents indicate general scope of demolition work. The project must be closely inspected prior to bid to determine the total scope of demolition work, including abandoning underground facilities, whether visible from the surface or not. Contractor is responsible for all delays, cost increases, damage and repair to any obstruction or existing facility creating difficulty in moving in or maneuvering equipment and transporting or storing materials.

1.04 SUBMITTALS

Submit eight copies of proposed sequences, methods and operations of demolition, salvage, and disposal to the Engineer for review prior to the start of work.

1.05 JOB CONDITIONS

- A. Explosives: The use of explosives or fire will not be permitted.
- B. Traffic:
  - 1. Conduct demolition operations and the removal of debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. See Division 1 of these Specifications.

2. Do not close or obstruct streets, walks, or other occupied or used facilities without written permission from the Port. Provide alternate routes from around closed or obstructed traffic ways as required.
  3. Provide any applicable appurtenances, including, but not limited to barricades, scaffolding, flagmen, warning lights, etc. to protect people and property.
- C. Access: Clear access shall be provided to existing buildings in accordance with requirements of Division 1. Temporary construction shall provide for crossovers and by-pass connections to utilities, electrical connections, and walkways as directed or indicated to maintain services or communications which cannot be interrupted or curtailed. Temporary construction shall conform to all requirements and laws of state and local authorities that pertain to operation, safety, and fire hazards.
- D. Structure Protection: Provide adequate protection of existing structures against damage from construction operations. Employ methods at the Contractor's discretion.
- E. Damages: All damages to adjacent facilities caused by demolition work shall be promptly repaired at Contractor's cost.
- F. Dust Control: Control dust and flying particles to prevent interference with other work and contamination of adjacent properties and the public way. See Division 1 of these Specifications.

## PART 2 - PRODUCTS

### 2.01 MATERIALS

- A. Materials for Repair work: Match materials to existing materials in quality, design, and finish. Where existing materials cannot be matched, provide material as acceptable to the Engineer.

## PART 3 - EXECUTION

### 3.01 INSPECTION

- A. Examine the site. Verify extent of demolition work required and condition of items to be removed. Confirm location of utilities, existing structures, manholes, vaults, and wooden pier, to remain. Re-inspect after demolition work has been accomplished to verify that all required demolition work has been completed.
- B. Schedule work to conform with the approved Project Schedule and sequence of work, so that existing harbor and firehouse operations will not be impeded.

### 3.02 SALVAGE, DEMOLITION AND CLEARING

- A. Control dirt and dust in compliance with local regulations for environmental protection and pollution control. Avoid flooding and contaminated run-off.
- B. Take care to protect and preserve landscaping that is to remain. All removed plant material shall be legally disposed of off Port property.

### 3.03 WORKMANSHIP

All work to be closely supervised and performed in a professional workman-like manner. Contractor will be responsible to and will pay for repair of damage to parked vehicles, adjacent property, etc., caused by his activities.

### 3.04 REPAIR WORK

Repair all portions of existing facilities that have been exposed, cut, damaged or altered in any way by demolition work. Finish and restore in an approved manner to match the existing adjoining facilities. Perform repair work as directed and approved by the Engineer.

### 3.05 DISPOSAL OF DEMOLISHED AND REMOVED MATERIALS

- A. Remove and legally dispose off site all debris, rubbish, and other materials resulting from demolition operation. Contractor shall assume responsibility for all contaminated materials and/or wastewater encountered during the course of construction.
- B. Project shall be kept clean and orderly during performance of work. Leave area clean each day and upon completion of work.
- C. The Contractor shall recycle removed materials in accordance with the Contractor's approved Waste Reduction and Recycling Plan, as indicated in Section 01100, Summary of Work.

END OF SECTION

## SECTION 02200

### EARTHWORK

#### PART 1 - GENERAL

##### 1.01 SUMMARY

- A. Furnish all labor, materials, services, equipment and appurtenances required to perform all earthwork, including excavation, fill, backfill, and compaction indicated on the plans and/or specified herein, including but not necessarily limited to the following:
1. Excavation, fill, backfill and compaction as required to uncover the tunnels, perform the specified work, and backfill the excavation to the level of original grade.
  2. Removal and disposal of excess debris, subsurface natural and/or man-made obstructions, if any, unsuitable fill and unusable or surplus material from site.
  3. Import fill or specified material for fill.
  4. Perform compaction of fills, backfills, and graded area.
  5. De-watering as necessary, throughout the construction.
  6. Obtain all permits for excavation and grading, pay all inspection fees for hauling, routing and dumping permit/fees in connection with this work. As indicated in the General Conditions, Article 13.2.1, the Port will reimburse applicable permit and plan checking permit charges by the City of Oakland. Costs for dumping permits and fees are not reimbursable.

##### 1.02 RELATED WORK

- A. Salvage, Site Demolition, and Clearing: Section 02110

##### 1.03 DEFINITIONS

- A. Earth Excavation: Earth excavation means the removal of materials that can be removed without blasting or special equipment including boulders up to one half cubic yard in volume.
- B. Backfill: Backfill means the placement of earth material under controlled methods to fill against structures or the trenches to ground level.



- C. Fill: Fill means the placement of earth materials under controlled methods to required lines and grades.

#### 1.04 QUALITY ASSURANCE

- A. Materials and methods of construction shall comply with the following standards:
  - 1. Caltrans Standard Specifications, latest edition.
  - 2. American Society for Testing and Materials (ASTM).
    - a. D1557 - Test methods for moisture-density relationships of soils and soil aggregate mixtures using 10 lb. (4.54 Kg.) hammer and 18 inch (457 mm.) drop.
    - b. D4253 - Test methods for maximum index density of soils using a vibratory table.
    - c. Density methods for maximum index density of soil and calculation of relative density.

#### 1.05 SUBMITTALS

- A. Provide samples of and technical data for materials proposed for use. Forward samples to testing laboratory for testing as directed by the Port for the following:
  - 1. Fill and backfill materials.
  - 2. Compaction operations.
- B. Submit plans for protection of the work during dewatering.
- C. If shoring is used, provide calculations, description of methods and cutsheets, if applicable.

#### 1.06 JOB CONDITIONS

- A. Protection of Persons and Property: All protective measures and devices required by applicable laws, codes, and ordinances shall be provided in accordance with Caltrans Specification, Section 5 and with California Occupational Health and Safety (CAL-OSHA) regulations. Barricade open excavations occurring as part of this work and post with warning lights. Operate warning lights during hours from dusk to dawn each day and as otherwise required. Provide signs redirecting vehicular and pedestrian traffic. Submit for approval the type of protection being used or submit proposed plan.
- B. Protect public and private structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining,

washout, and other hazards created by earthwork operations. Any such property which is damaged as a result of operations under this Section shall be restored to original condition with duplicate materials.

- C. Locations of existing utilities on the plans are approximate and shall be verified by the Contractor. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, consult the Port immediately for directions as to procedure. Cooperate with City and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.
- D. Every precaution shall be taken to prevent spillage when hauling on or adjacent to any public street or highway. If spillage occurs, all such spillage shall be removed and the streets and highways shall be swept, washed, or otherwise cleaned as required by Port, city, and county authorities and/or state. In case of conflicting requirements, the more stringent shall apply.

## PART 2 - PRODUCTS

### 2.01 MATERIALS

- A. Backfill using excavated materials.

## PART 3 - EXECUTION

### 3.01 INSPECTION

All work shall be subject to inspection including excavations and the placing and compaction of all fill and backfill. The Engineer shall be notified at least 48 hours in advance of the beginning of any filling or backfilling operations. Fills shall not be made or material used without specific approval. Methods of placing and compacting shall be subject to review and all fills for which specific standards of density are given must be tested and approved before they will be performed to evaluate material quality and compaction. Unsatisfactory fill or backfill placement shall be corrected by the Contractor at the Contractor's expense.

### 3.02 PREPARATION

- A. Make use of such methods of work as are best adapted to preserve the safety and stability of and to prevent damage to:
  - 1. The public streets, existing utilities, telephone conduits, electrical lines, sewers, water, gas lines, and other installations around structure.
  - 2. Wooden and concrete wharfs, bulkheads, piles or piers, and associated structures.
  - 3. Adjacent property.

- B. All work performed under this Section shall comply with all requirements of the State of California and the City of Oakland and any other agencies having jurisdiction over such work.
- C. Do not cover or enclose work of this Section before obtaining required inspections, test, approvals, and location recording.

### 3.03 LEGAL REQUIREMENTS

- A. Give 15 days' notice to the Port and required legal notice to utility organizations and governing authorities prior to commencing work.
- B. Give Underground Service Alert, U.S.A. ((800) 642-2444) notice of work 48 hours before excavations work.
- C. Provide such barricades, temporary fences, lights, warning signs, guards, and other safety and security measures as may be necessary to assure safety for employees and the public, and to deter trespassers. Maintain these provisions during entire duration of work. Temporary facilities shall be constructed, painted and maintained in strict conformance with requirements of code and other governing authorities.
- D. Coordinate operations with other trades, utility firms, and other affected public departments to assure continuity of both access and service of all utility, service, distribution lines, in conformance with applicable requirements of these organizations. Service to adjacent property owners shall not be impeded.

### 3.04 DUST PALLIATION

Palliate dust conditions during all operations under this Section. Comply with all directions issued by air pollution control agencies having jurisdiction over work. Use all means necessary to control dust on or near the work. Thoroughly moisten all surfaces as required to prevent dust from becoming a nuisance to the public, neighbors, and concurrent performance of other work on the site. Dust control shall be as specifies in Caltrans Specification Section 10. Any damage so caused shall be corrected or repaired as part of the work under this section and at the Contractor's cost.

### 3.05 DEWATERING

Submit dewatering plan for review by the Port. All portions of the work shall be kept free of standing water at all times. Maintain uniform grades, construct ditches, and/or provide and operate pumps as necessary to prevent erosion, softening of compacted surfaces and formation of mud in trenches and excavations. If ditches are required, they shall be constructed, tamped, and maintained in a neat, uniform shape. Water shall not be conducted or pumped or allowed to be diverted or flow toward other areas of the site that may, in the opinion of the Engineer, be damaged thereby. Protect storm inlets form siltation.

### 3.06 DRAINAGE AND EROSION CONTROL

All portions of the work shall be kept free from standing water at all times. Uniform grades shall be maintained and temporary ditches, berms, and/or pumping shall be used as necessary to prevent erosion, softening of compacted surfaces, and deposits of mud in trenches and excavations. Storm drainage precautions shall be provided at all times to prevent damage to public and private property of others by flooding, saturation, erosion, deposition of debris and silt, and any other damage resulting from grading operations. Solids shall be removed from storm runoff prior to its discharge to the underground storm system. Storm inlets shall be protected from siltation.

### 3.07 EXISTING UTILITIES

- A. Before starting excavation, establish the location, including the depths below grade, and extent of underground utilities in the work area. Protect existing utilities during earthwork operations. Perform excavation work near utilities by hand and provide applicable shoring, sheeting, and supports as the work progresses.
- B. Maintain, protect, relocate, or extend as required existing utility lines to remain that pass through the work area. Pay costs for this work, except as covered by applicable utility companies. Where utilities conflict with new construction, notify the Engineer.
- C. Protect active utility services uncovered by excavation.
- D. Remove abandoned service lines from areas of excavation. Cap, plug, or seal abandoned lines and identify termination points at grade level with markers approved by the Engineer.
- E. Accurately locate and record abandoned and active utility lines rerouted or extended on project record documents.
- F. Differential settling: For areas where utilities must cross over or through compacted fill or compacted backfill or where entering building, schedule and perform earth work operation early enough in the Project for the settling to take place prior to the follow-on work. In addition, provide flexible or swing joints to allow for the vertical displacement. Use settlement markers to determine when consolidation has ceased.

### 3.08 EXCAVATING

- A. Excavate for structures to elevations and dimensions shown.
- B. Earth excavation shall include the satisfactory removal and disposal of all materials encountered, regardless of the nature of the materials, the condition of the materials at the time they are excavated, or the manner in which they were excavated, except materials classified as rock excavation. Any excavated material suitable for use at the site shall be stockpiled as approved by Engineer.

- C. The excavated soils that are free of expansive clay, debris and organic matter, rocks or lumps may be stock piled for backfill, subject to the Engineer's approval.
- D. Extra excavation: Excavated unsatisfactory soil materials extending below required elevations to depth as directed. Such extra excavation will be paid for as a change in work. Obtain Engineer's written authorization before performing extra excavation work.
- E. Unauthorized excavation: Backfill and fill all over excavation to proper grades. Additional labor and material for unauthorized excavation and remedial work shall be at Contractor's expense.
- F. Shore, sheet or brace excavations as required to maintain them secure. Remove shoring and bracing as backfilling progresses, when banks are safe against caving.

### 3.09 EXCESS EXCAVATED MATERIAL

Excavated materials not approved for use at the site, shall be legally disposed of off Port property.

### 3.10 FILLING, BACKFILLING, AND COMPACTING

- A. Obtain inspection and approval of subgrade surfaces by the Port prior to filling operations. Scarify, dry to water content permitting proper compaction, and compact soft and wet areas; remove and replace unsuitable subgrade materials with as approved compacted fill material. Take corrective measures before placing fill materials.
  - 1. Topsoil will not be permitted as fill or backfill material within structures or under paved areas.
- B. Soil stabilization: When exposed subgrade surfaces become spongy during construction and soil stabilization is required, stabilized subgrade materials as directed by the Engineer. Soil stabilization will be paid for in accordance with the General Conditions. Obtain the Port's written authorization before performing soil stabilization work.
- C. Fill material: Spread approved fill material uniformly in layers not greater than 6 inches of loose thickness over entire fill area.
  - 1. Lift thickness requirements may be modified by Engineer to suit equipment and materials or other conditions when required to assure satisfactory compaction.
  - 2. Moisture-condition fill material by aerating or watering and thoroughly mix material to obtain moisture content permitting proper compaction. Bring

- moisture content of fill material to within two (2) percent of optimum moisture content.
3. Place and compact each layer of fill to indicated density before placing additional fill material. Repeat filling until proposed grade, profile, or contour is attained.
  4. Suspend fill operations when satisfactory results can not be obtained because of environmental or other unsatisfactory site conditions. Do not use muddy materials.
- D. Place backfill materials in uniform layers not greater than 6" loose thickness over entire backfill area.
1. Use hand tampers or vibrating compactors at foundation walls, retaining walls, and similar locations. So not use large rolling equipment adjacent to foundation walls and retaining walls.
  2. Do not backfill against foundation walls or retaining walls until walls for bearing surfaces have reached design strength or are properly braced, and backfilling operations approved. Provide specified backfill materials, except where granular materials are indicated. Place and compact in maximum 6" layers.
- E. Fill all areas of settlement to proper grade before subsequent construction operations are performed.
- F. Compaction:
1. General: Control soil compaction during construction providing minimum percentage of density specified for each area classification in accordance with Section 19.5 of Caltrans Standard Specifications, except that compaction shall be a minimum of 95% of the maximum dry density as determined by ASTM D-1557 and to a minimum of 18 inches depth. Compaction to conform to ASTM D1557.
  2. Percentage of maximum density requirements: Provide not less than the following percentages of maximum density of soil material compacted at optimum moisture content, for the actual density of each layer of soil material in place.
    - a. Subgrade soils exposed by site excavation: 95 percent minimum after scarifying to 6 inch depth and moisture conditioning. Where top 18 inches of existing materials is at less than 95% relative compaction, scarify and recompact as required.
- G. Moisture Control: Where subgrade or layer of soil material must be moisture conditioned before compaction, apply water uniformly to surface of subgrade, or



layer of soil material, to prevent free water from appearing on surface during or subsequent to compaction operations.

1. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.
2. Soil material that has been removed because it is too wet to permit compaction may be spread and allowed to dry. Assist drying by discing, harrowing, or pulverizing, until moisture content is reduced to a satisfactory value, as determined by moisture-density relation tests.

### 3.13 INSPECTION AND TESTING

- A. Field quality control, soils testing and inspection by the Port will be provided during earthwork operations. Give at least 48 hours notice prior to the beginning of such operations to allow proper scheduling of work.
- B. Contractor shall provide adequate notice, cooperation with, provide access to the work, obtain samples, and assist testing agencies and their representatives in execution of their function.
- C. All first time testing and inspection of on-site soil will be paid for by the Port.
- D. Retesting: Contractor shall pay all costs for retesting required as the result of the density test failures. All costs for inspection required as a result of correcting defective work shall also be paid by Contractor.
- E. When, during progress of work, field tests indicate that installed compacted materials do not meet specified requirements, provide additional compaction until specified density is achieved, or remove and replace defective materials with new materials as directed by the Engineer. Cost of additional labor, materials, and testing to attain specified density at Contractor's expense.
- F. Responsibility: Inspection by Engineer does not relieve the Contractor of responsibility for construction of compacted fills to comply with this Specification.

### 3.14 DISPOSAL OF WASTE MATERIALS

- A. Remove from site and legally dispose of trash and debris.
- B. Maintain disposal route clear, clean, and free of debris.

### 3.15 CLEANUP

- A. Upon completion of earthwork operations, clean area within contract limits, and adjacent areas affected, remove tools and equipment. Provide site clear, clean, free from debris, and suitable for site work operations.

- B. Restoring facilities: Surfaces, paving, utilities, improvements, or other items of any kind or nature outside the limits of work which are cut or otherwise disturbed by operations shall be restored to their original condition, quality, finish, appearance, and wearing value, and without additional expense to the Port.

END OF SECTION

## SECTION 03300

### CONCRETE

#### PART 1 - GENERAL

##### 1.01 SUMMARY

- A. Furnish all labor, materials, services, equipment and appurtenances, required for the mixing, furnishing, conveying, placing and curing of concrete, including formwork, as shown on the Plans and as specified herein.

##### 1.02 REFERENCE STANDARDS

- A. U. S. Army Corps of Engineers' Specifications
- B. State of California Department of Transportation Standard Specifications (State Specifications), latest edition.
- C. American Concrete Institute (ACI)
- D. American Society for Testing and Materials (ASTM)

##### 1.03 SUBMITTALS

- A. Evidence of conformance to the referenced standards and requirements shall be submitted for the following in accordance with the requirements of the paragraph SUBMITTALS, of Division 1.
  - 1. Cement: Certificate for each delivery.
  - 2. Coarse and fine aggregates, with samples of each.
  - 3. Admixtures, pozzolan and/or fly ash: Six-ounce sample of pozzolan or fly ash.
  - 4. Concrete: Proposed mix design. Certificates for each delivery, showing slump, weight of cement and pozzolan per cubic yard of concrete, water/cement ratio, and weights of admixtures, if used.
  - 5. Proposed format for Concrete Placing Record: This shall provide for the checking of formwork, concrete quantity, date and time of placement, weather, signatures of Contractor's and Engineer's representatives, and any other items necessary to provide a complete record.
  - 6. Concrete Placing Record: Submit to the Engineer weekly throughout the course of the work.

## PART 2 - PRODUCTS

### 2.01 MATERIALS

- A. Cement shall be "Type II" conforming to the State Specifications, Section 90-2.01.
- B. Coarse aggregate shall conform to ASTM C-33 and shall not exceed 1-1/2-inch maximum size.
- C. Fine aggregate shall conform to ASTM C-33, and shall be clean, washed natural sand. It shall be uniformly graded between the No. 4 and No. 200 sizes, with at least 95 percent passing the No. 4 sieve, and not more than five percent passing the No. 200.
- D. Mixing, curing and washing water shall conform to the State Specifications, Section 90-2.03.
- E. Admixtures: Furnish from one manufacturer. Pozzolan shall be a Class F fly ash, conforming to ASTM C-618.
- F. No calcium chlorides or admixtures containing chlorides shall be used.
- G. Hardboard, if used, shall conform to Federal Specification LLL-B-810, Type II, smooth one side, plain. Hardboard shall be 1/8-inch minimum thickness, unless shown or specified otherwise. All boards shall be held in place by nails, waterproof adhesive, or other means approved by the Engineer.
- H. Expanded polystyrene, if used, shall be a commercially available polystyrene board. Expanded polystyrene shall have a flexural strength of 35 pounds per square inch, minimum, determined in accordance with ASTM Designation: C203, and a compressive yield strength of between 16 and 40 pounds per square inch, at five percent compression. All boards shall be held in place by nails, waterproof adhesive, or other means approved by the Engineer.

### 2.02 PRODUCTS

- A. Concrete shall be designed, proportioned and mixed in accordance with ASTM C-94, and as follows:
  - 1. Prior to starting work, a design of each proposed concrete mix shall be submitted, accompanied by three 28-day test reports made by an approved testing laboratory. The design shall indicate the brand of cement, type and source of aggregate, pozzolan, admixtures, the water-cement ratio, and the weights of all ingredients per cubic yard. The minimum cement/pozzolan content shall be 564 pounds per cubic yard, and the maximum water-cement ratio shall vary with respect to maximum aggregate size as follows:

MAXIMUM COARSE AGGREGATE SIZE	W/C RATIO
1-1/2 inch	0.400
1 inch	0.385
3/4 inch	0.375

2. The Contractor shall obtain the Engineer's prior approval for the use of admixtures. Air entraining agents shall not be used.
  3. Concrete materials shall be accurately measured and proportioned by approved weighing and measuring equipment. Pozzolan shall be batched separately from cement, and positive means, such as interlocks, shall be instituted to prevent the confusion of cement and pozzolan. The water/cement ratio shall be accurately controlled.
  4. Concrete shall be mixed in a power batch mixer equipped with automatic devices for timing the mixing operations. The materials for each batch of concrete shall be accurately and separately weighed and placed in the mixer. The water shall be measured and combined with the batch and the whole mixture shall be mixed not less than one and one-half minutes for mixers of one cubic yard capacity or less, which shall be increased 15 seconds for each additional cubic yard or fraction thereof, during which time the mixer shall rotate at a peripheral speed of about 200 feet per minute. Over-loading of mixers, or excessive over-mixing of batches, will not be permitted.
  5. Water-Cement Ratio: The water-cementitious materials ratio, by weight, shall be 0.40 maximum.
  6. Concrete Slump: The maximum slump shall be four (4) inches.
  7. Concrete weight at the time of strength tests shall not be less than 145 pcf. Unless otherwise shown, all concrete shall have a minimum compressive strength of 2,000 psi at 28 days, as defined by ASTM C-39.
- B. The concrete supply source and materials shall receive the prior approval of the Engineer, and these shall not be changed without his prior agreement.

### PART 3 - EXECUTION

#### 3.01 FORMWORK

- A. The Contractor shall be responsible for the design, construction, and installation of formwork.

- B. Formwork shall meet the applicable requirements of ACI 347, including those for loads, stresses and deflection limits.
- C. Construction of formwork shall be in accordance with the following:
1. ACI 347 and Section 6.1 of ACI 318.
  2. Form surfaces and edges shall produce concrete conforming to the detailed shapes, lines and dimensions, and free from cavities and honeycombing. Exposed concrete surfaces shall be free from protrusions, fins, roughness and other imperfections. Forms shall be strong, flat and rigid and be set true to line and level. They shall be fixed firmly in place and shall resist, without movement, the weight and pressures of wet concrete, and all loads incidental to its placement.
  3. Forms for exposed concrete including shall be of steel or plywood APA grade-stamped "B-B Plyform Class 1 Exterior".
  4. Form accessories to be partially or wholly embedded in the concrete, such as ties and anchors, shall be "Superior", "Burke," or approved equal, plastic-coated or plastic. Wire is not acceptable, nor are ties which remain exposed, or could cause rusting or spalling of concrete. The anchors shall not be left in place, but shall be carefully removed and the holes neatly filled with the specified dry-pack mortar.
  5. All concrete embedments and penetrating items requiring attachment to forms shall be accurately located and rigidly secured so that they will not become displaced during concrete placement.
  6. Form joints shall be sufficiently tight to prevent leakage of cement paste.
  7. Plywood and other wood surfaces subject to shrinkage shall be sealed against absorption of moisture from the concrete by either (1) a form oil such as "Formfilm," manufactured by A. C. Horn or approved equal; or (2) a factory applied non-absorbent liner.
  8. Before placing concrete, the forms shall be thoroughly cleaned of all foreign material.
  9. The Contractor shall notify the Engineer in writing at least 24 hours in advance for each successive placement of concrete that the forms are ready to be inspected by the Engineer. No concrete shall be placed until the Engineer has given written approval to begin placing.

### 3.03 PLACING CONCRETE

- A. Placing shall conform to Section 51-1.09 of the State Specifications and to ACI 304.

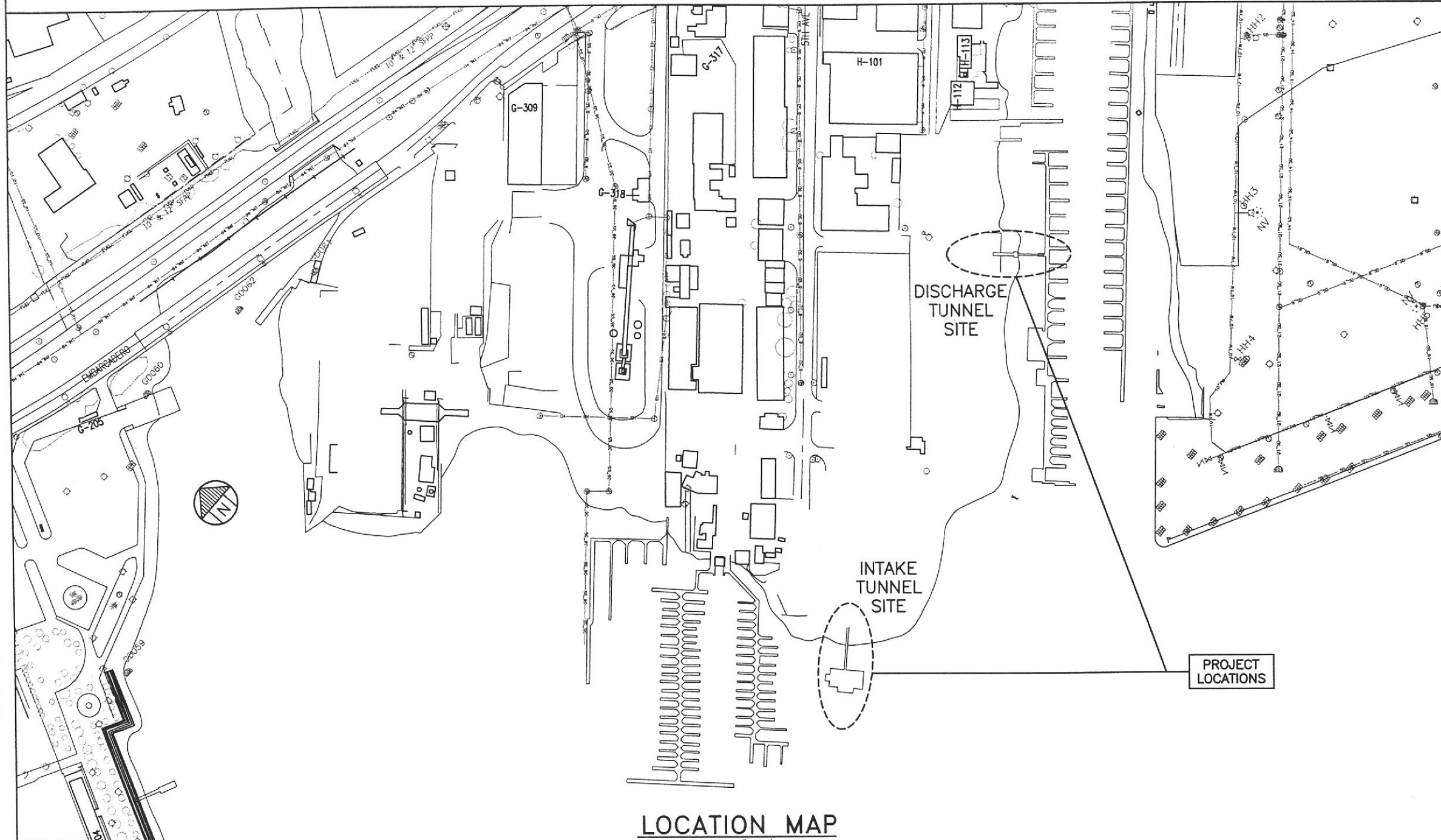
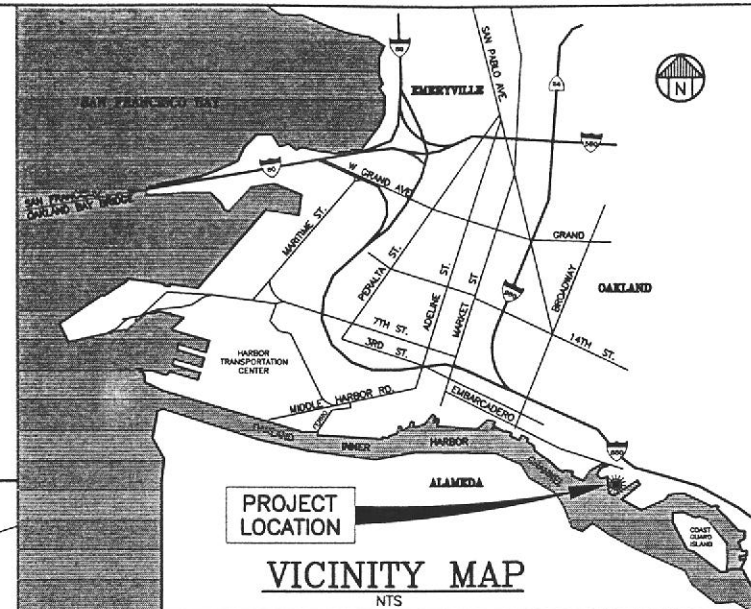


### 3.04 CURING AND PROTECTION

- A. Freshly deposited concrete shall be protected from premature drying and excessively hot or cold temperatures, and shall be maintained with minimal moisture loss at a relatively constant temperature for the time necessary for hydration of the cement and hardening of the concrete.

END OF SECTION

# INNER HARBOR CONSTRUCTION OF SEALS FOR INTAKE AND DISCHARGE TUNNELS AT FORMER SEABREEZE YACHT CENTER



### INDEX OF DRAWINGS

1. TITLE SHEET, VICINITY MAP & LOCATION MAP
2. DISCHARGE TUNNEL & INTAKE TUNNEL SITE PLANS
3. DETAIL AND SECTIONS

### LEGEND

	SECTION IDENTIFICATION LETTER SHEET NUMBER ON WHICH SECTION IS DRAWN SHEET NUMBER(S) FROM WHICH SECTION IS TAKEN
	SECTION IDENTIFICATION LETTER SECTION IS TAKEN AND DRAWN ON SAME SHEET
	DETAIL IDENTIFICATION NUMBER SHEET NUMBER ON WHICH DETAIL IS DRAWN SHEET NUMBER(S) FROM WHICH DETAIL IS TAKEN
	DETAIL IDENTIFICATION NUMBER DETAIL IS TAKEN AND DRAWN ON SAME SHEET

CAUTION: THIS PLAN MAY BE REDUCED 0 1' 2' ORIGINAL SCALE

3709-001.DWG W.O. #203925  
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**REFERENCES:**  
PLANS AA ....  
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CAUTION:  
CHECK TRACING FOR LATEST REVISIONS

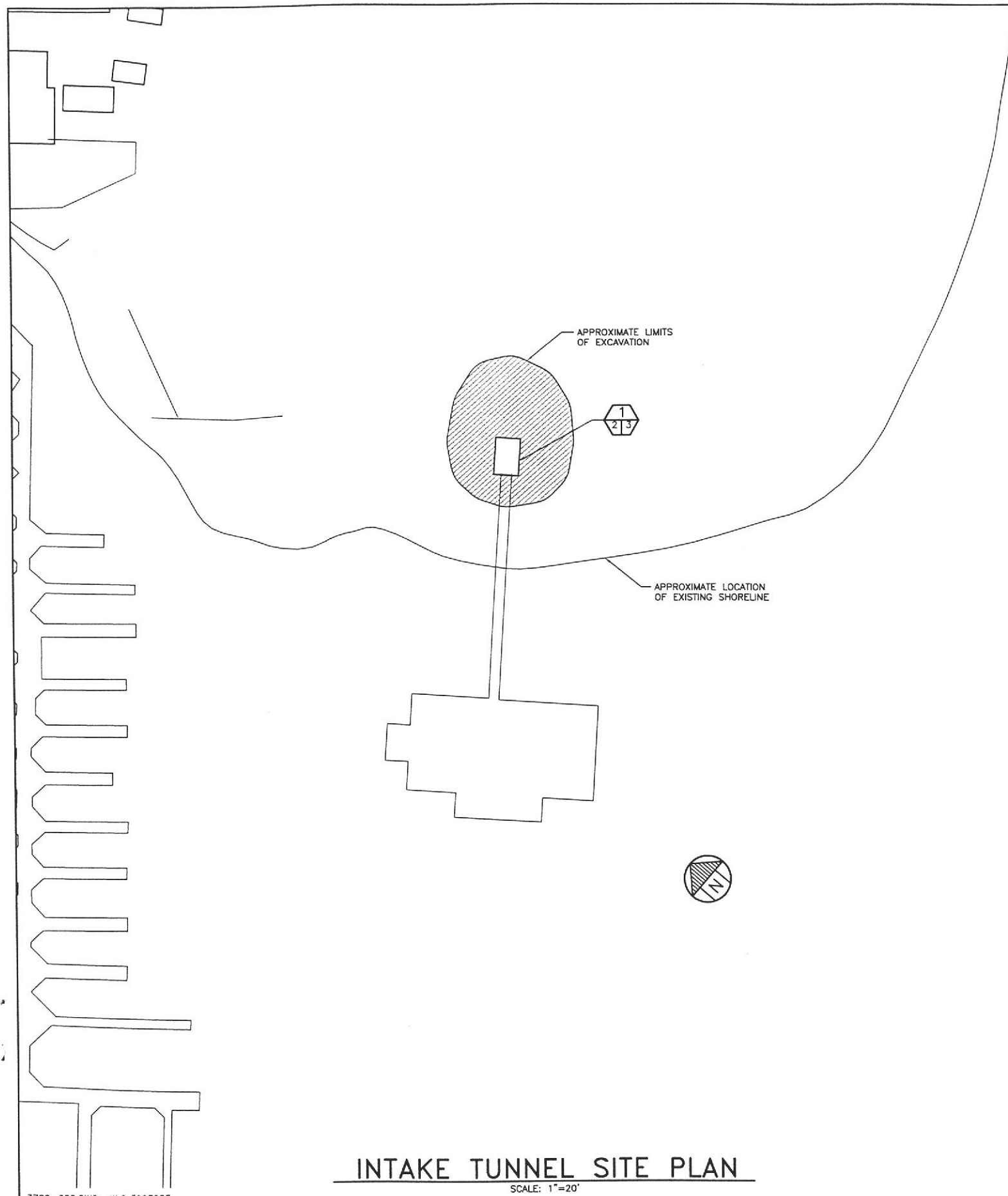
REVISIONS			
NO.	DATE	APP'D	REVIEWED

DRAWN KK	DESIGNED _____	REG. ENGINEER NO. _____
	CHECKED _____	REG. ENGINEER NO. _____
	REVIEWED _____	REG. ENGINEER NO. _____

**PORT OF OAKLAND**  
530 WATER ST. OAKLAND, CALIFORNIA

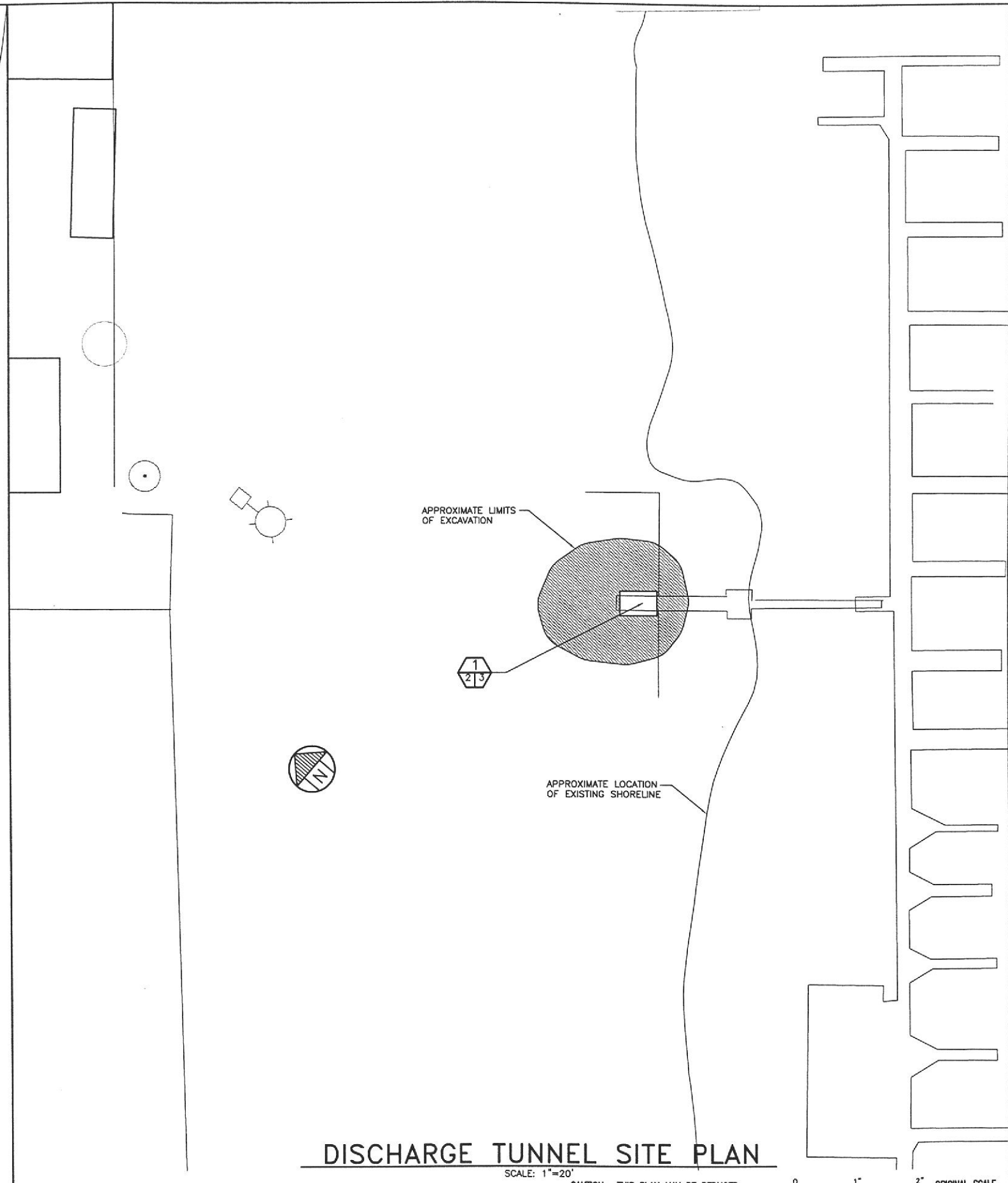
CHIEF ENGINEER	C 23297
	REG. ENGINEER NO. C 33213
APPROVED _____	REG. ENGINEER NO. C 43841
RECOMMENDED _____	REG. ENGINEER NO. _____

INNER HARBOR	DATE: 05-22-01
CONSTRUCTION OF SEALS FOR INTAKE AND DISCHARGE TUNNELS AT FORMER SEABREEZE YACHT CENTER	SCALE: AS SHOWN
TITLE SHEET, VICINITY MAP & LOCATION MAP	SHEET: 1 OF 3 SHEETS
	AA-3709



**INTAKE TUNNEL SITE PLAN**

SCALE: 1"=20'



**DISCHARGE TUNNEL SITE PLAN**

SCALE: 1"=20'

CAUTION: THIS PLAN MAY BE REDUCED

0 1" 2" ORIGINAL SCALE

3709-002.DWG W.O.#203925  
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REFERENCES:  
PLANS AA ....  
FIELD BOOKS  
"PORT OF OAKLAND DATUM"  
IS 3.20' BELOW MEAN SEA LEVEL.  
CAUTION:  
CHECK TRACING FOR LATEST REVISIONS

REVISIONS			
NO.	DATE	APP'D	

REVIEWED	FACILITIES DEPARTMENT
REVIEWED	CONSTRUCTION DEPARTMENT
REVIEWED	PROJECT PLANNING DEPARTMENT

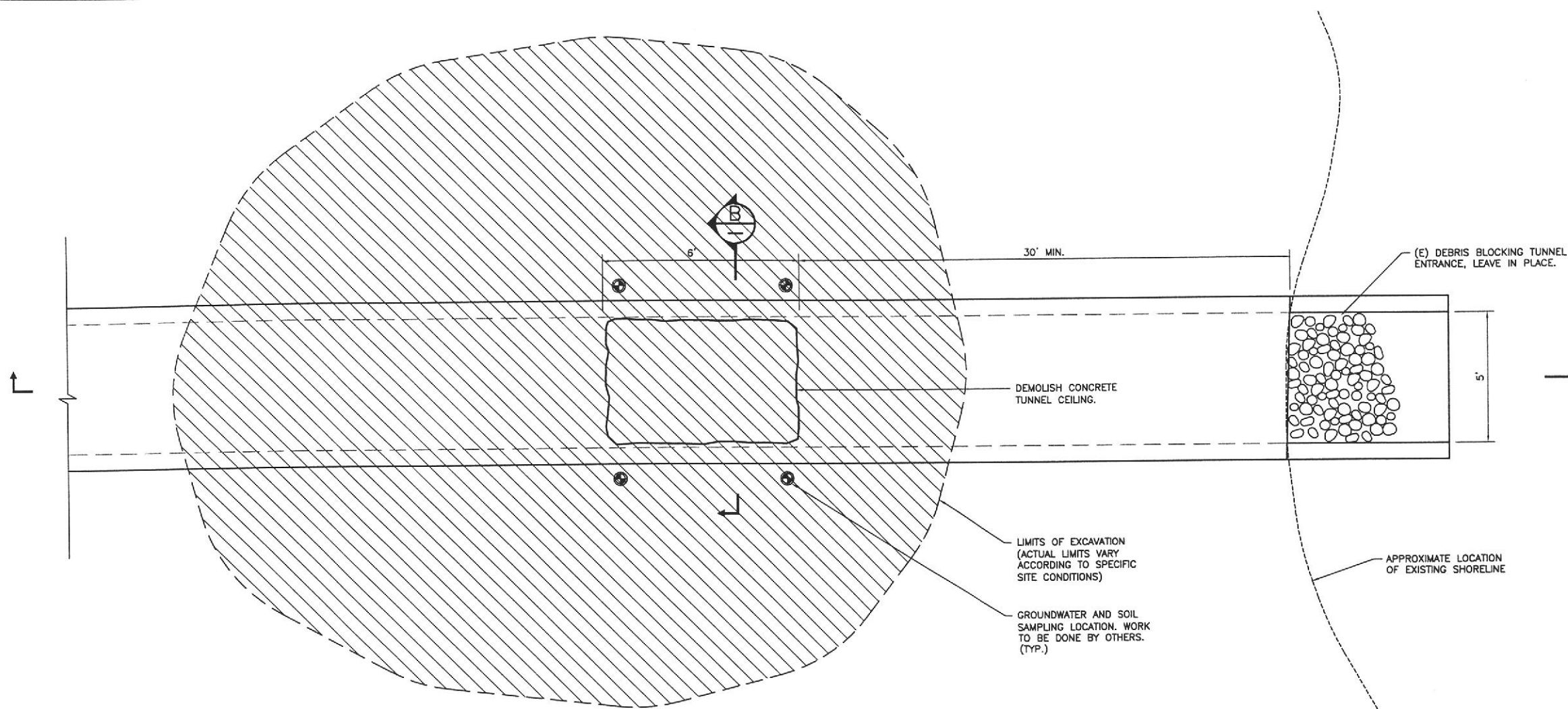
DRAWN	KK
DESIGNED	REG. ENGINEER NO.
CHECKED	REG. ENGINEER NO.
REVIEWED	REG. ENGINEER NO.

**PORT OF OAKLAND**  
530 WATER ST. OAKLAND, CALIFORNIA

CHIEF ENGINEER	C 23297
APPROVED	C 33213
RECOMMENDED	C 43841

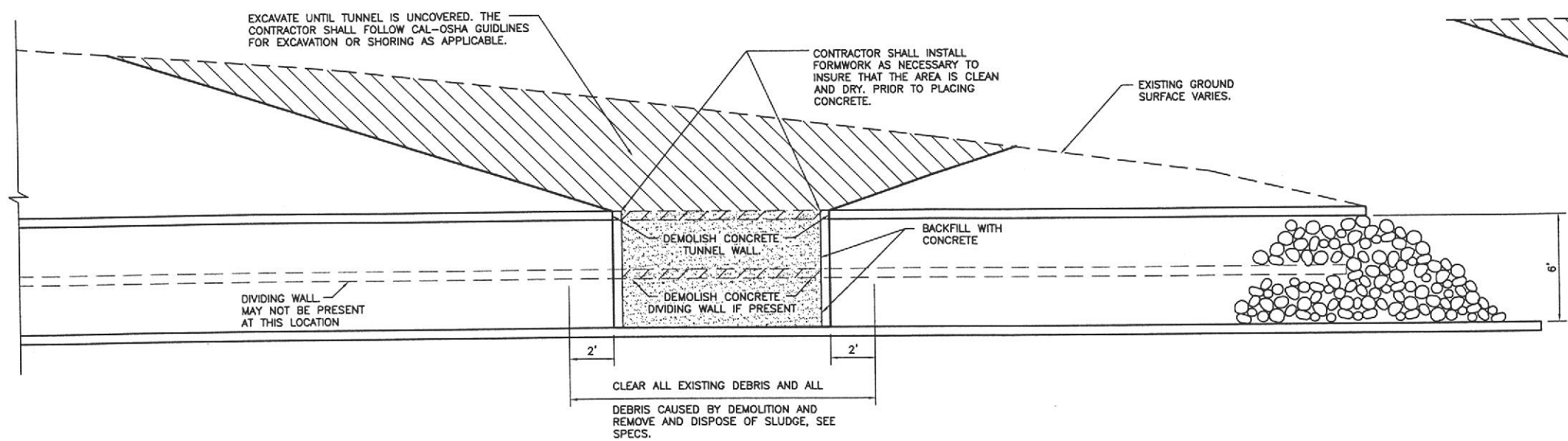
INNER HARBOR  
CONSTRUCTION OF  
SEALS FOR INTAKE AND DISCHARGE TUNNELS  
AT FORMER SEABREEZE YACHT CENTER  
DISCHARGE TUNNEL & INTAKE TUNNEL SITE PLANS

DATE: 05-22-01  
SCALE: AS SHOWN  
SHEET: 2 OF 3 SHEETS  
AA-3709

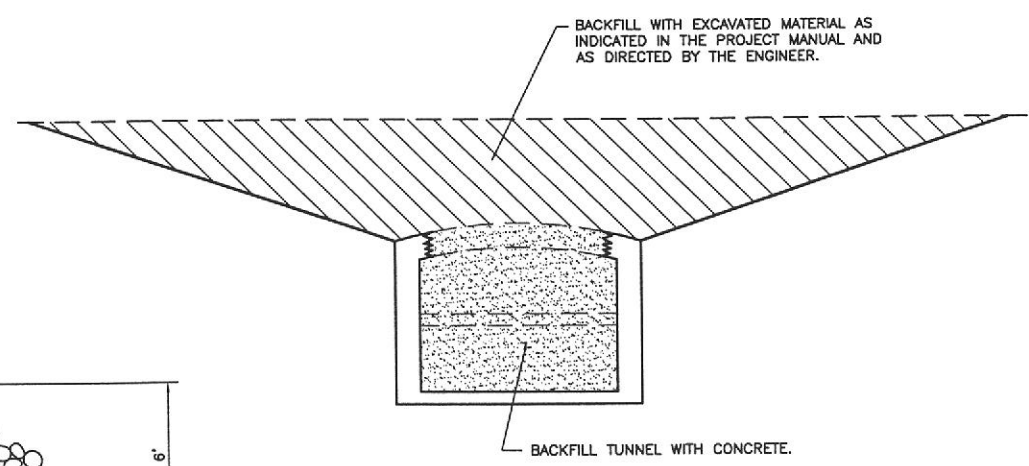


- NOTES:**
1. ALL DIMENSIONS SHOWN ARE APPROXIMATE. CONTRACTOR SHALL MAKE THE APPROPRIATE ADJUSTMENTS TO THE WORK FOR THE ACTUAL DIMENSIONS.
  2. TUNNEL ENTRANCE MAY BE PARTIALLY OR FULLY SUBMERGED DURING CONSTRUCTION. REMOVAL OF SLUDGE AND PLACEMENT OF CONCRETE SHALL BE PERFORMED WITHIN TWO HOURS OF PUBLISHED LOW LOW TIDE TO PREVENT CLINTON BASIN/OAKLAND ESTUARY WATER FROM INTERFERING WITH THE SEALING PROCESS.

**1**  
2 3  
**TYPICAL DETAIL**  
NTS



**A**  
**TYPICAL SECTION**  
NTS



**B**  
**TYPICAL CROSS SECTION**  
NTS

3709-003.DWG W.O.#203925  
1=1 07-19-01 4:30PM

**REFERENCES:**  
PLANS AA ...  
FIELD BOOKS  
"PORT OF OAKLAND DATUM" IS 3.20' BELOW MEAN SEA LEVEL  
CAUTION:

REVISIONS			
NO.	DATE	APP'D	

REVIEWED	FACILITIES DEPARTMENT	DRAWN	KK
REVIEWED	CONSTRUCTION DEPARTMENT	DESIGNED	
REVIEWED	PROJECT PLANNING DEPARTMENT	CHECKED	
		REVIEWED	

**PORT OF OAKLAND**  
530 WATER ST. OAKLAND, CALIFORNIA

CHIEF ENGINEER	C 23297
APPROVED	C 33213
RECOMMENDED	C 43841

CAUTION: THIS PLAN MAY BE REDUCED

INNER HARBOR  
**CONSTRUCTION OF SEALS FOR INTAKE AND DISCHARGE TUNNELS AT FORMER SEABREEZE YACHT CENTER**  
DETAIL AND SECTIONS

DATE: 05-22-01  
SCALE: AS SHOWN  
SHEET: 3 OF 3 SHEETS  
AA-3709