

CITY OF SAN LEANDRO  
STATE OF CALIFORNIA

## CONTRACT BOOK

Proposal  
Notice to Bidders  
Agreement  
Special Provisions

FOR

## TOYON PARK PATHWAY REHABILITATION

FOR USE WITH:

THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, THE 2006 EDITION AND 2008 SUPPLEMENT THERETO, AMERICAN PUBLIC WORKS ASSOCIATION, SOUTHERN CALIFORNIA CHAPTER; AND SECTIONS 84, 85, AND 86 OF THE 2010 EDITION OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) STANDARD SPECIFICATIONS; THE 2012 CALIFORNIA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD); THE STATE DEPARTMENT OF INDUSTRIAL RELATIONS GENERAL PREVAILING WAGE RATES; AND THE STATE DEPARTMENT OF TRANSPORTATION LABOR SURCHARGE AND EQUIPMENT RENTAL RATES.

**PROJECT NO. 2013.028**

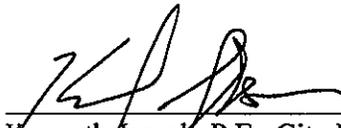
**BID NO. 12-13.008**

Engineering and Transportation Department  
835 East 14th Street  
San Leandro, CA 94577

Telephone: (510) 577-3428

Fax: (510) 577-3294

PROJECT ENGINEER: **MARK GORALKA, P.E.**

  
Kenneth Joseph, P.E., City Engineer  
R.C.E. 34870 Expires 9/30/13



**BID OPENING:**

**3:00 P.M., TUESDAY FEBRUARY 26, 2013**

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# PROPOSAL FORM TO THE CITY OF SAN LEANDRO

## Proposal Requirements

1. All bidders shall complete the "Proposal to the City of San Leandro" form contained in this Contract Book. The form consist of the following parts;

Proposal To The City Of San Leandro

Contract Price Schedule

List Of Subcontractors

Addenda Acknowledgment And Information

Principal Persons With Interest In Proposal

Experience And Financial Responsibility

Eligibility Contract Statement

Bidder Questionnaire

National Labor Relations Board Statement

Non-Collusion Affidavit

Debarment And Suspension Certification

Business License Application

Bid Bond

Public Contract Code Chapter 2.7 Iran Contracting Act of 2010

This completed proposal form shall be submitted in its entirety, presented under sealed cover, shall be accompanied by a bidder's bond executed by an admitted surety insurer, naming the City of San Leandro as beneficiary.

2. The form of Bidder's Bond to be used in included with the proposal form. The bidder's bond shall be at least 10% of the bid amount. As an alternative to the Bidder's Bond, cash, cashier's check, or certified check payable to the City and in an amount equal to at least 10% of the bid amount may be used.
3. A statement of Experience and Financial Responsibility shall accompany the proposal. A form for this statement can be found as part of the Proposal to the City of San Leandro, which follows these proposal requirements.
4. If bidder is:
  - A. An individual doing business in his or her own name; sign name only.

- B. An individual using a firm name; sign name as an individual D.B.A. (doing business as). For example: “John Doe, an individual doing business as XYZ Company”.
  - C. A co-partnership; sign name with title as in this example: “XYZ Co., by John Doe, Copartner.” Also, provide the names of all individuals.
  - D. A corporation; sign name with title as in this example: “XYZ Co., by John Doe, President”. Also, state legal name of corporation, names of the president, secretary, treasurer, and manager of the corporation. Affix seal of corporation.
4. The business address of the bidder must be filled in completely on the proposal, giving the address of the firm in the case of a partnership or a corporation, not the address of the partner or official signing this proposal.
  5. The spaces provided on the proposal for State of California Contractor’s License Number and classification must be filled in completely.
  6. To assure recognition, write the words “Proposal, etc.” plainly on the envelope.
  7. The bidder must provide evidence of a current City of San Leandro Business License or a copy of the application for such as part of this proposal.

# PROPOSAL TO THE CITY OF SAN LEANDRO

CITY OF SAN LEANDRO  
STATE OF CALIFORNIA

FOR

## TOYON PARK PATHWAYS PROJECT NO. 2013.028

NAME OF BIDDER: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

LICENSE NO.: \_\_\_\_\_ CLASS: \_\_\_\_\_ EXP. DATE: \_\_\_\_\_

TELEPHONE NO.: (     ) \_\_\_\_\_ FAX NO.: (     ) \_\_\_\_\_

EMAIL: \_\_\_\_\_

The work for which this proposal is submitted is for construction in accordance with the Contract Documents, including the Special Provisions of the Agreement, the project plans described below, and the Standard Specifications for Public Works Construction, 2006 edition and 2008 supplement thereto, adopted by the American Public Works Association, Southern California Chapter, and Sections 82, 84, 85, & 86 of the 2010 edition of the California Department of Transportation (CALTRANS) Standard Specifications, the 2012 California Manual of Uniform Traffic Control Devices (MUTCD), and the Special Provisions (Technical Specifications) and Standard Plans thereto adopted by the City Engineer. The Contract Book shall be used in conjunction with the above documents, and the State of California Department of Transportation Labor Surcharge and Equipment Rental Rates, and the State Department of Industrial Relations General Prevailing Wage Rates current at the bid opening date.

The project plans for the work to be done are entitled “ **TOYON PARK PATHWAYS**,” consisting of THREE (3) sheets. Plans were approved by the **City Council on February 4, 2013**.

The work to be done consists of **replacing existing asphalt concrete pathways**; and doing all appurtenant work in place and ready for use, all as shown on the plans and described in the specifications with the title indicated in the above paragraph, and on file in the office of the Engineer. Reference to said plans and specifications is hereby made for further particulars.

A bidder's security, in an amount and of a form described under Paragraph 1 of the Proposal Requirements section of these provisions shall accompany this proposal.

The attention of all bidders is directed to Sections 2-1 of the Special Provisions for the basis of award.

The bidder shall set forth for each item of work a unit price and a total price for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total Price" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of conflict between an item price in words and the price in figures, the price in words shall prevail. In case of discrepancy between an item price and the total set forth for a unit basis item, the item price shall prevail. However, if the amount set forth as an item price is ambiguous, illegible, or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total Price" column, then the amount set forth in the "Total Price" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price. "Total Bid" shall be the total sum of the "Total Price" column as corrected.

The successful bidder must submit a signed agreement, all required bonds, and proof of insurance within 12 working days after the bidder has received notice from the City that the contract has been awarded. If the successful bidder fails to do so, the City may, at its option, determine that the bidder has abandoned the contract, and the bidder's bid security will be forfeit. The City may then award the contract to the next qualified bidder.

The undersigned, as bidder, declares as follows:

1. The only persons or parties interested in this proposal as principals are those named herein;
2. This proposal is made without collusion with any other person, firm or corporation;
3. We have carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and
4. We propose and agree, if this Proposal is accepted, that we will contract with the City of San Leandro in the form of the copy of the contract annexed hereto;
5. We will provide all necessary machinery, tools, apparatus and other means of construction;
6. We will do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth; and
7. This bid is sufficient to allow us to comply with all applicable local, state, and federal laws or regulations governing the labor or services to be provided; and
8. We will take in full payment therefore in the amounts shown on the following Contract Price Schedule, as follows:

## CONTRACT PRICE SCHEDULE

Item No.	Description	Estimated Quantity (A)	Unit of Measure	Item <u>UNIT</u> Price (in Words)	Item <u>UNIT</u> Price (in Figures) (B)	TOTAL PRICE (in Figures) (AxB)
1.	Mobilization	1	LS	_____	_____	_____
2.	Clearing and Grubbing	1	LS	_____	_____	_____
3.	Cold Milling (Final Quantity)	60(F)	CY	_____	_____	_____
4.	Aggregate Base	40	TN	_____	_____	_____
5.	Roadway Surfacing	170	TON	_____	_____	_____
6.	Header Board	980	LF	_____	_____	_____
7.	Concrete Paving	150	SF	_____	_____	_____
8.	Irrigation Sleeve	5	LOCATION	_____	_____	_____
9.	Signage and Traffic Control	1	LS	_____	_____	_____

**TOTAL BID:** \_\_\_\_\_  
(In Words)

**TOTAL BID:** \_\_\_\_\_  
(In Figures)

**UNITS OF MEASURE:**

<b>Abbreviation</b>	<b>Word or Words</b>
<b>LF</b>	<b>Linear Feet</b>
<b>SF</b>	<b>Square Feet</b>
<b>SY</b>	<b>Square Yards</b>
<b>CY</b>	<b>Cubic Yards</b>
<b>TN</b>	<b>Tons (2,000 lbs./907.2 kgs.)</b>
<b>LS</b>	<b>Lump Sum</b>
<b>EA</b>	<b>Each</b>
<b>MO</b>	<b>Months</b>
<b>(F)</b>	<b>Suffix for Final Pay Quantity</b>

**NOTE:** The estimate of construction quantities set forth herein is approximate only, being given as a basis for the comparison of bids. The City does not expressly nor by implication agree that the actual amount of work will correspond therewith, and reserves the right to change the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or expedient by the Engineer in accordance with section 3-2.1.1 of the Special Provisions. All bids will be compared on the basis of the Engineer's Estimate of the quantities of the work to be done. The undersigned declares, by signing this proposal, that the bidder has carefully checked all of the above figures and understands that the City shall not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

**FINAL PAY QUANTITIES**

Items of work which would prove difficult for the Engineer to measure for payment during construction are designated as Final Pay items. Final pay quantities are designated on the unit price schedule with the letter F as a suffix.

## LIST OF SUBCONTRACTORS

Bidder shall complete ALL the required information and, if available, the optional information for each subcontractor, required to be listed by the provisions in Section 2-3 "Subcontracts" of the Special Provisions and the Standard Specifications, to whom the bidder proposes to subcontract portions of the work. If requested by the Engineer, all other information must be provided within 24 hours of bid opening pursuant to PCC Section 4104.

<b>Subcontractor's Name:</b> <i>(REQUIRED)</i>			
<b>Address:</b>  <i>(REQUIRED)</i>			
<b>Phone #:</b>			
<b>Fax #:</b>			
<b>E-Mail:</b>			
<b>Name of Project Mgr.:</b>			
<b>License and Classification:</b>			
<b>DOT Certified DBE:</b>	<input type="checkbox"/> Yes <input type="checkbox"/> NO	<input type="checkbox"/> Yes <input type="checkbox"/> NO	<input type="checkbox"/> Yes <input type="checkbox"/> NO
<b>Value of Work Subcontracted:</b>	\$ _____	\$ _____	\$ _____
<b>Description of Portion of Work Subcontracted:</b>  <i>(REQUIRED)</i>	_____ _____ _____	_____ _____ _____	_____ _____ _____

**\*NOTE:** Use additional photocopies as required.

**ADDENDA ACKNOWLEDGMENT AND INFORMATION**

The undersigned acknowledges receipt of Addendum No. \_\_\_\_\_ through \_\_\_\_\_ inclusively. A signed copy of same is attached hereto and made part of this proposal.

**PRINCIPAL PERSONS WITH INTEREST IN PROPOSAL**

The names of all persons interested in the foregoing proposal as principals are as follows:

**IMPORTANT NOTICE:** If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm and names of all individual co-partners composing firm; if bidder or other interested person is an individual, state first and last names in full.

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**EXPERIENCE AND FINANCIAL RESPONSIBILITY**

The bidder has been engaged in the contracting business under State License No. \_\_\_\_\_ for a period of \_\_\_\_\_ years.

The bidder's three most recently completed contracts are:

1. Title of Project \_\_\_\_\_  
Owner \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Engineer in Charge \_\_\_\_\_  
Date Accepted \_\_\_\_\_

2. Title of Project \_\_\_\_\_  
Owner \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Engineer in Charge \_\_\_\_\_  
Date Accepted \_\_\_\_\_

3. Title of Project \_\_\_\_\_  
Owner \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Engineer in Charge \_\_\_\_\_  
Date Accepted \_\_\_\_\_

Reference is hereby made to the following bank or banks as to the financial responsibility of the bidder:

**Name of Bank:**

**Address:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Reference is hereby made to the following surety companies as to the financial responsibility and general reliability of the bidder:

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

**ELIGIBILITY TO CONTRACT STATEMENT**

The bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has\_\_\_\_, has not \_\_\_\_ been convicted by a court of competent jurisdiction within the preceding three (3) years of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract with any public entity, as defined in Public Contract Code Section 1100. The term “bidder” is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee of the prime contractor or any subcontractor.

**NOTE:** The bidder must place a check mark after “has” or “has not” in one of the blank spaces provided. The above statement is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this statement. Bidders are cautioned that making a false certification may subject the certified to criminal prosecution.

**BIDDER QUESTIONNAIRE**

The bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

**YES** \_\_\_\_\_ **NO** \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space:

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**NATIONAL LABOR RELATIONS BOARD STATEMENT**

The Contractor hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor’s failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.



## DEBARMENT AND SUSPENSION CERTIFICATION

The bidder, under penalty of perjury, certifies that, except as noted below, bidder or any person associated therewith in the capacity of owner, partner, director, officer, manager (please check if applicable):

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any local, state, or federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any local, state, or federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against bidder by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space:

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action:

**NOTE:** Providing false information may result in criminal prosecution. The above certification is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this certification.

**Iran Contracting Act of 2010**

**Public Contract Code Chapter 2.7**

In the event that my bid or proposal is one million dollars (\$1,000,000.00) or more, by my signature below I certify that this company, any parent entities, subsidiaries, successors or subunits of this company and I, personally, are not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code as a person engaging in investment activities in Iran as described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.

PROPOSAL FORMS

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire is true and correct. By my signature on this proposal, I further certify, under penalty of the perjury under the laws of the State of California, that the Non-Collusion Affidavit, and the Debarment and Suspension Certification are true and correct.

Date: \_\_\_\_\_

\_\_\_\_\_  
(Typed or printed name)

\_\_\_\_\_  
Signature of Bidder

Business Address (Street Address, City, State & Zip Code):

\_\_\_\_\_  
\_\_\_\_\_

Business Phone: (        ) \_\_\_\_\_ Fax No.: (        ) \_\_\_\_\_

## CITY OF SAN LEANDRO BUSINESS LICENSE

In accordance with Title 2 Chapter 2 of the San Leandro Municipal Code, all contractors, including subcontractors, shall possess a current business license to perform work in San Leandro. As part of the proposal submittal, all bidders shall complete the following:

### **General Contractor (Bidder)**

If the bidder holds a current City of San Leandro business license:

The bidder, under penalty of perjury, certifies that the bidder is in possession of a current City of San Leandro Business License.

Business Name (as shown in Business License): \_\_\_\_\_

Business License Number: \_\_\_\_\_

**Or**

The bidder shall submit a copy of the following attached Business License Application. If the bid is accepted, the bidder agrees to submit the original Business License Application to the Finance Department and pay all appropriate fees for the acquisition of a business license. Any questions regarding the business license application can be directed to the Finance Department at 510-577-3392 or 510-577-3468. Bidder will then submit a copy of the Business License with the executed contract documents. Failure of the successful bidder to acquire a City of San Leandro Business License within 12 working days of receiving a Notice of Award shall constitute a failure to execute the contract and the City may award the contract to a subsequent bidder in accordance with Section 2-1 of these specifications.

### **Subcontractor Business License**

Prior to processing any progress payments, the bidder shall submit a copy of a current City of San Leandro Business License for each listed subcontractor.



**CITY OF SAN LEANDRO**

Finance Department  
 835 East 14th Street, San Leandro, California 94577  
 (510) 577-3468 or 577-3392

**Business License Fee**  
 See Fee Schedule

**BUSINESS LICENSE APPLICATION**

For Businesses Located Outside of San Leandro

PLEASE TYPE OR PRINT WITH PEN	OFFICIAL USE ONLY
Business Name _____	Business License No. _____
Corporate Name <small>(if applicable)</small> _____	APN# _____
Business Location <small>(Cannot be P.O. Box per State of California Business &amp; Professions Code-Section 17538.5)</small> _____	Bus. Start Date _____
Mailing Address _____	<input type="checkbox"/> New Application <input type="checkbox"/> Change
Phone No. _____ Alt. No. _____	State Sales Tax No. _____
Description of Business _____	Federal ID No. _____
Ownership <input type="checkbox"/> Corporation <input type="checkbox"/> Corp-Ltd Liability <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Trust	State ID No. _____
<b>Enter below names of Owners, Partners, or Corporate Officers (attach additional sheet, if necessary)</b>	
1st Owner Name _____ Title _____	Soc. Sec. No. _____
Home Address <small>(Cannot be P.O. Box)</small> _____	Home Phone No. _____
2nd Owner Name _____ Title _____	Cell / Pager No. _____
Home Address <small>(Cannot be P.O. Box)</small> _____	Soc. Sec. No. _____
Home Address <small>(Cannot be P.O. Box)</small> _____	Home Phone No. _____
Home Address <small>(Cannot be P.O. Box)</small> _____	Cell / Pager No. _____
- Is this business being conducted in your residence? <input type="checkbox"/> Yes <input type="checkbox"/> No	
- If business is being purchased, please complete the following:	
Seller's Business Name: _____	Seller's Bus. Lic. #: _____
<b>NUMBER OF EMPLOYEES:</b> Shall mean and include the total number of full time and part time employees engaged or to be engaged within this City in the applicant's business during the license period, whether as owner, partner, spouse or employee, and any others who may work without compensation.	
<b>*** PARTIAL YEAR:</b> The business license fee for any business commencing <u>after June 30th</u> of any year shall be reduced by one-half (1/2).	
<b>CERTIFICATION AND ACKNOWLEDGEMENT</b> I declare under penalty of perjury that the statements made in this application are true. I further agree that business shall be conducted in accordance with the San Leandro Municipal Code. I understand that the filing of this application and payment of fees does not entitle me to commence or carry on any business in the City of San Leandro until said Business License is approved and issued. Upon issuance of a Business License, it shall be my responsibility to renew the license annually by January 31st.	<b>Base Fee</b> <small>(required for each license)</small> \$ _____ <b>Unit #</b> _____ X \$ _____    \$ _____ <b>TOTAL AMOUNT DUE</b> <small>(Base Fee plus Unit Fee)</small> \$ _____ *** 1/2 Year fee for Businesses commencing after June 30th. <b>TOTAL AMOUNT PAID</b> \$ _____
<b>SIGN HERE</b> _____ <small>Signature of Owner or Representative</small> Title _____ Date _____	<b>RETURN APPLICATION TO ABOVE ADDRESS AND MAKE CHECK PAYABLE TO CITY OF SAN LEANDRO.</b> <i>Thank you for doing business in the City of San Leandro.</i>

CITY OF SAN LEANDRO  
STATE OF CALIFORNIA

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
as Principal, and \_\_\_\_\_  
as Surety, are held and firmly bound unto the **CITY OF SAN LEANDRO**, hereinafter called "City", in  
penal sum of ten percent (10%) OF THE TOTAL AMOUNT OF THE BID OF THE PRINCIPAL  
submitted to the said City for the work described below for the payment of which sum in lawful money of  
the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the  
accompanying Proposal dated \_\_\_\_\_, for **TOYON PARK PATHWAY  
REHABILITATION, PROJECT NO. 2013.028**

NOW, THEREFORE, if the Principal shall not withdraw said proposal prior to the date and time for the  
opening of bids, and if the Principal is awarded the contract and shall within the period specified in the  
Proposal after receiving notice that the contract has been awarded and the prescribed forms are presented  
to Principal for signature, enter in a written contract with the City, in accordance with the Proposal as  
accepted, and give insurance and bond with good and sufficient surety or sureties, as may be required, for  
the faithful performance and proper fulfillment of such contract and for the payment for labor and  
materials used for the performance of the contract, or in the event of the withdrawal of said Proposal  
within the period specified or the failure to enter into such contract and give such City bonds, within the  
time specified, if the Principal shall pay the City the difference between the amount specified in said  
Proposal and the amount for which the City may procure the required work and/or supplies, if the latter  
amount be in excess of the former, together with all costs incurred by the City in again calling for bids,  
then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or  
addition to the terms of the contract on the call for bids, or to the work to be performed there under, or the  
specifications accompanying the same, shall in any way affect its obligation under this bond, and it does  
hereby waive notice of any such change, extension of time, alteration, or addition to the terms of said  
contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought up on this bond by the City and judgment is recovered, the Surety shall pay all  
costs incurred by the City in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

(Corporate Seal)

**Principal** \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

(Attach Notarial Acknowledgment)

(Corporate Seal)

**Surety** \_\_\_\_\_

Address \_\_\_\_\_

Phone No.: ( ) \_\_\_\_\_ Fax No.: ( ) \_\_\_\_\_

By \_\_\_\_\_

Attorneys-in-Fact

Title \_\_\_\_\_

(Attach Notarial Acknowledgment)

**NOTE TO SURETY COMPANY:** There must be submitted a certified copy of unrevoked resolution of authority for the attorneys-in-fact.

**END OF BID BOND**

PROPOSAL FORMS

**END OF  
PROPOSAL TO THE CITY OF SAN LEANDRO**

# PROJECT LOCATION MAP



CITY OF SAN LEANDRO  
STATE OF CALIFORNIA

ENGINEERING AND TRANSPORTATION DEPARTMENT

**NOTICE TO BIDDERS**

FOR

**TOYON PARK PATHWAYS  
PROJECT NO. 2013.028**

1. **BID OPENING:** The bidder shall complete the "Proposal to the City of San Leandro" form contained in the Contract Book. The proposal shall be submitted in its entirety. Incomplete proposals will be considered non-responsive. Sealed bids containing the completed Proposal Section subject to the conditions named herein and in the specifications for **TOYON PARK PATHWAYS**, addressed to the **City of San Leandro** will be received at **City Hall, 835 East 14<sup>th</sup> Street, 2<sup>nd</sup> Floor San Leandro** at the office of the **City Clerk** up to **3:00 p.m.**, on **Tuesday February 26, 2013** at which time they will be publicly opened and read.
2. **BID RESULTS:** A summary of the bids received will be made available, via the Internet, at:  
**<http://www.sanleandro.org/depts/finance/purchasing/bids/default.asp>**.
3. **WORK DESCRIPTION:** The work to be done consists of replacing existing asphalt concrete park pathways, and doing all appurtenant work in place and ready for use, all as shown on the plans and described in the specifications with the title indicated in Paragraph 1 above, and on file in the office of the **Engineer**. Reference to said plans and specifications is hereby made for further particulars.
4. **CONTRACTOR'S LICENSE:** A Class A Contractor's License is required for this work. No bid will be accepted from a contractor who has not been licensed in accordance with Chapter 9 Division 3 of the Business and Professional Code.
5. **BID DEPOSIT:** A Bid Deposit equal to at least 10% of the total amount of the bid shall be placed in the sealed proposal. The Bid Deposit shall be in one of the following forms: cash, cashier's check or certified check payable to the City, or bidder's bond in favor of the City executed by an authorized surety company.
6. **PAYMENT AND PERFORMANCE BONDS:** Payment and performance guarantee bonds as set forth in Section 2-4 of the Special Provisions will be required from the successful bidder.
7. **CITY'S RIGHT TO REJECT BIDS:** The right is reserved, as the interest of the City may require, to reject any or all bids, or to waive any informality or minor irregularity in the bids.
8. **GENERAL PREVAILING WAGE RATES:** The City Council has ascertained the general prevailing rate of wages applicable to the work to be done. A tabulation of the various classifications of work persons to be employed and the prevailing rate of wages applicable thereto is on file in the **City Clerk's** office. Bidder's attention is directed to Section 7-2.2.2 of the Special Provisions.

9. OBTAINING THE PROJECT PLANS AND CONTRACT BOOK: The Project Plans and Contract Book may be obtained free of charge from the City's website at <http://www.sanleandro.org/depts/finance/purchasing/bids>. Bidders are highly encouraged to contact the City of San Leandro Engineering and Transportation Department at 510-577-3428 to be placed on the project planholder's list to receive courtesy notifications of addenda and other project information. Project addenda, if any, will be posted on the website. A bidder who fails to address all project addenda with their proposal may be deemed non-responsive.

Bidders may also purchase Project Plans and Contract Book at the **Kiosk Counter** of the Community Development Department, City Hall, 835 East 14<sup>th</sup> Street, 1<sup>st</sup> Floor, San Leandro, (510) 577-3423, upon payment of a non-refundable fee of **\$25.00 (payable by exact cash or check only)** for each set.

10. OBTAINING THE APWA STANDARD SPECIFICATIONS (GREEN BOOK): The APWA Standard Specifications (Greenbook) may be purchased by contacting BNI Building News, 1612 South Clementine Street, Anaheim, CA 92802, (714) 517-0970 or (888) 264-2665.
11. WITHDRAWAL OF PROPOSALS: Any bid may be withdrawn at any time prior to the time fixed in the public notice for the opening of bids only by written request for the withdrawal of the bid filed with the **City Clerk**. The request shall be executed by the bidder or its duly authorized representative. The withdrawal of a bid does not prejudice the right of the bidder to file a new bid. Whether or not bids are opened exactly at the time fixed in the public notice for opening bids, a bid will not be received after that time nor may any bid be withdrawn after the time fixed in the public notice for opening of bids.
12. RELIEF OF BIDDERS: As stated in Public Contract Code Sections 5100 to 5108, inclusive concerning relief of bidders and in particular to the requirement therein, that if the bidder claims a mistake was made in the bid presented, the bidder shall give the **City Clerk**, written notice within five (5) days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred.
13. DISQUALIFICATION OF BIDDERS: More than one proposal from an individual, firm, partnership, corporation, or combination thereof under the same or different names will not be considered. Reasonable grounds for believing that any individual, firm, partnership, corporation, or combination thereof is interested in more than one proposal for the work contemplated may cause the rejection of all proposals in which such individual, firm, partnership, corporation, or combination thereof is interested. If there is reason for believing that collusion exists among the bidders, any or all proposals may be rejected. Proposals in which the prices obviously are unbalanced may be rejected.
14. PREVIOUS DISQUALIFICATION, REMOVAL, OR OTHER PREVENTION OF BIDDING: A bid may be rejected on the basis of a bidder, any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder, having been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local project because of a violation of any law or any safety regulation.
15. RESPONSIBILITY FOR VERIFYING CONTRACT ADDENDA: All bidders shall verify if any addenda for this project have been issued by the City of San Leandro. It is the bidders' responsibility to ensure that all requirements of contract addenda are included in the bidder's proposal. All bidders shall include a signed copy of all contract addenda with the proposal. Failure to comply with this requirement shall cause the proposal to be considered as non-responsive and shall be grounds for rejection of the bid.

16. SITE INVESTIGATION: The bidder shall examine carefully the site of the work to verify all existing conditions. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of work to be performed, as to the quantities of materials to be furnished, and as to the requirements of the proposal, plans, specifications, and the contract. The bidder shall not take advantage of any apparent error or omission in the plans or specifications. In the event the bidder discovers any apparent error, discrepancy, or omission as a result of its site investigation, bidder shall immediately notify the City.

17. PRE-BID CONFERENCE: A pre-bid conference will be held on **Tuesday February 19, 2013, at 1:30 P.M. in the Sister Cities Gallery Room, 1<sup>st</sup> Floor, City Hall, 835 East 14<sup>th</sup> Street, San Leandro, CA 94577**. A bidder who fails to attend a pre-bid conference will be held responsible for any information that could have been reasonably deduced from said attendance. Attendance is strongly encouraged.

Questions regarding the plans and specifications may be submitted in writing to the project engineer until 5:00 p.m., five (5) days before, excluding Saturdays, Sundays and Holidays, bids are due. The City will not respond to oral questions outside of the pre-bid conference. The response, if any, will be by written addendum only. Oral responses do not constitute a revision to these plans or specifications.

18. VALUE OF WORK: The Engineer has estimated that the value of work is **less than \$100,000**.

19. PUBLIC CONTRACT CODE SECTION 22300: Pursuant to Public Contract Code Section 22300, for monies earned by the Contractor and withheld by the City to ensure the performance of the Contract, the Contractor, may, at its option, choose to substitute securities meeting the requirements of said Public Contract Code Section 22300.

20. CALIFORNIA LABOR CODE SECTION 6707: Pursuant to the provisions of California Labor Code Section 6707, each bid submitted in response to this Notice to Bidders shall contain, as a bid item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation, which shall conform to applicable safety orders. By listing this sum, the bidder warrants that its action does not convey tort liability to the City or City employees, engineers, agents, or subconsultants.

21. PUBLIC CONTRACT CODE SECTION 2.7: For proposals in the amount of one million dollars (\$1,000,000.00) or more, bidders are required to certify that the bidder's company, any parent entities, subsidiaries, successors or subunits of the bidder's company and the signator of the proposal, personally, are not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code as a person engaging in investment activities in Iran as described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.

22. BID PROTEST PROCEDURES: Any protest of the proposed award of bid to the bidder deemed the lowest responsible bidder must be submitted in writing to the City no later than 5:00 p.m. on the third (3<sup>rd</sup>) business day following the date of the bid opening.

The initial protest must contain a complete statement of the basis for the protest.

The protest must state the facts and refer to the specific portion of the document or the specific statute that forms the basis for the protest. The protest must include the name, address, and telephone number of the person representing the protesting party.

The party filing the protest must concurrently transmit a copy of the initial protest to the bidder deemed the lowest responsible bidder.

The party filing the protest must have actually submitted a bid on the project. A subcontractor of a party filing a bid on this project may not submit a Bid Protest. A party may not rely on the Bid Protest submitted by another bidder, but must timely pursue its own protest.

The procedure and time limits set forth in this Section are mandatory and are the bidder's sole and exclusive remedy in the event of a Bid Protest. The bidder's failure to fully comply with these procedures shall constitute a waiver of any right to further pursue the Bid Protest, including filing of a challenge of the award pursuant to the California Public Contracts Code, filing of a claim pursuant to the California Government Code, or filing of any other legal proceedings.

The City shall review all timely protests prior to formal award of the bid. The City shall not be required to hold an administrative hearing to consider a timely protest, but may do so at the option of the Engineer, or if otherwise legally required. At the time of the City Council's consideration of the award of the bid, the City Council shall also consider the merits of any timely protests and the Engineer's recommendation thereon. The City Council may either accept the protest and award the bid to the next lowest responsible bidder, or reject the protest and award to the lowest responsible bidder. Nothing in this section shall be construed as a waiver of the City Council's right to reject all bids.

The City reserves the right to waive any bid irregularities not affecting the amount of the bid, except where such waiver would give the low bidder an advantage or benefit not allowed other bidders.

Dated: \_\_\_\_\_

\_\_\_\_\_  
**City Clerk**

CITY OF SAN LEANDRO  
STATE OF CALIFORNIA

**AGREEMENT**

THIS AGREEMENT is made at San Leandro, California, as of \_\_\_\_\_, by and between \_\_\_\_\_, hereinafter called Contractor, and the **CITY OF SAN LEANDRO**, a municipal corporation, hereinafter called City, who agree as follows:

Recitals

The City has awarded a contract to the Contractor for performing the work hereinafter mentioned in accordance with the sealed proposal of said Contractor and of proceedings had and taken by the City Council of the City leading up thereto:

1. **WORK TO BE DONE:** The work to be done consists of replacing existing ac pathways, and doing all appurtenant work in place and ready for use, all as shown in the plans and described in the specifications entitled **“TOYON PARK PATHWAY REHABILITATION, PROJECT NO. 2013.028”** now on file in the office of the **Engineer** of said City.

2. **TIME OF PERFORMANCE:** The work under this contract shall commence and be completed in accordance with the times therefore prescribed in the specifications for said work.

3. **PAYMENT:** The City will pay the Contractor for the performance of said work the prices as stated in the Contract Price Schedule, and at the times and in the manner prescribed in the specifications.

4. **COMPONENT PARTS:** This Agreement shall consist of the following documents, each of which is on file in the office of the **Engineer** of said City, and all of which are incorporated herein and made a part hereof by reference thereto:

- A. This Agreement and Contract Price Schedule
- B. Notice to Bidders
- C. Proposal Requirements
- D. Resolution Approving Plans and Specifications and Calling for Bids
- E. Accepted Proposal
- F. Special Provisions
- G. Plans
- H. Standard Specifications
- I. Faithful Performance Bond
- J. Payment Bond
- K. Maintenance Bond
- L. Project Addenda, if any

5. **WAGE SCALE:** Reference is hereby made to the General Wage Determination made by the Director of Industrial Relations and adopted by Resolution No. 77-236 of the City Council. Reference thereto is further made in the instructions and information to bidders. The provisions of the General Wage Determination made by the Director of Industrial Relations and Resolution No. 77-236 are hereby specified as the rate of prevailing wages to be paid workers on this project. For purposes of Labor Code section 1781, this project is a “public work” to which Labor Code section 1771 applies, and the Contractor and all listed or unlisted subcontractors must perform the work as a “public work.” The Contractor has the responsibility for determining what is required to comply with its obligations under Labor Code section 1771. Any decision by the Contractor or any listed or unlisted subcontractor not to comply with Labor Code section 1771 is at the Contractor’s or subcontractor’s sole risk.

6. LABOR CODE COMPLIANCE: Contractor indemnifies and holds harmless the City, its officers, officials, and employees, from and against claims, liability, and damages arising from any alleged violation of the California Labor Code asserted against the City due to the alleged acts or omissions of the Contractor or any listed or unlisted subcontractor used on the project.

7. CLAIMS: The City has the full authority to compromise or settle any claim relating to this project. The City will timely notify the Contractor if the City receives any third-party claim relating to this project.

IN WITNESS WHEREOF, City has caused these presents to be executed by its officers, thereunto duly authorized and Contractor has subscribed same, all on the day and year first above written.

**CITY OF SAN LEANDRO**  
A Municipal Corporation

**(NAME OF CONTRACTOR)**  
Contractor

By: \_\_\_\_\_  
Chris Zapata, City Manager

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

Date: \_\_\_\_\_

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

Attest: \_\_\_\_\_  
Marian Handa, City Clerk

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jayne W. Williams, City Attorney

\_\_\_\_\_  
David Baum, Finance Director

Account No.(s) 150-62-115-5240

**ACKNOWLEDGMENT**

State of California  
County of Alameda)

On \_\_\_\_\_, before me, \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

## CONTRACT PRICE SCHEDULE

Item No.	Description	Estimated Quantity (A)	Unit of Measure	Item <u>UNIT</u> Price (in Words)	Item <u>UNIT</u> Price (in Figures) (B)	TOTAL PRICE (in Figures) (AxB)
1.	Mobilization	1	LS	_____	_____	
2.	Clearing and Grubbing	1	LS	_____	_____	
3.	Cold Milling (Final Quantity)	60(F)	CY	_____	_____	
4.	Aggregate Base	40	TON	_____	_____	
5.	Roadway Surfacing	170	TON	_____	_____	
6.	Header Board	980	LF	_____	_____	
7.	Concrete Paving	150	SF	_____	_____	
8.	Irrigation Sleeve	5	LOCATION	_____	_____	
9.	Signage and Traffic Control	1	LS	_____	_____	

**TOTAL BID:** \_\_\_\_\_  
(In Words)

**TOTAL BID:** \_\_\_\_\_  
(In Figures)

**UNITS OF MEASURE:**

<b>Abbreviation</b>	<b>Word or Words</b>
<b>LF</b>	<b>Linear Feet</b>
<b>SF</b>	<b>Square Feet</b>
<b>SY</b>	<b>Square Yards</b>
<b>CY</b>	<b>Cubic Yards</b>
<b>TN</b>	<b>Tons (2,000 lbs./907.2 kgs.)</b>
<b>LS</b>	<b>Lump Sum</b>
<b>EA</b>	<b>Each</b>
<b>MO</b>	<b>Months</b>
<b>(F)</b>	<b>Suffix for Final Pay Quantity</b>

**NOTE:** The estimate of construction quantities set forth herein is approximate only, being given as a basis for the comparison of bids. The City does not expressly nor by implication agree that the actual amount of work will correspond therewith, and reserves the right to change the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or expedient by the Engineer in accordance with section 3-2.1.1 of the Special Provisions. All bids will be compared on the basis of the Engineer's Estimate of the quantities of the work to be done. The undersigned declares, by signing this proposal, that the bidder has carefully checked all of the above figures and understands that the City shall not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

**FINAL PAY QUANTITIES**

Items of work which would prove difficult for the Engineer to measure for payment during construction are designated as Final Pay items. Final pay quantities are designated on the unit price schedule with the letter F as a suffix.

# WORKERS' COMPENSATION INSURANCE CERTIFICATION

Pursuant to Section 7-4 of the Standard Specifications, the Contractor certifies as follows:

I am 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 I will comply with such provisions before commencing the performance of the work of this contract.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
(Typed or Printed Name)

Business Address (Street Address, City, State & Zip Code):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Business Phone: (     ) \_\_\_\_\_

CITY OF SAN LEANDRO  
STATE OF CALIFORNIA

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of San Leandro**, State of California, has awarded to \_\_\_\_\_, hereinafter designated as the "Principal," a contract for **TOYON PARK PATHWAY REHABILITATION, PROJECT NO. 2013.028**; and,

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, we the Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the City of San Leandro in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_), lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, or Principal's heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning; and shall defend, indemnify and save harmless the City of San Leandro, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the Surety, for value received hereby stipulates and agrees that, in accordance with the Plans, Standard Specifications, Special Provisions, and other contract documents, no change, extension of time, alteration, or addition to the terms of the contract, or to the work to be performed hereunder, or to the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration of additions to the terms of the Contract to the work, or to the specifications.

The City reserves the right to refuse use of any Contractor assigned by any surety to complete the work.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

**Principal** \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

(Attach Notarial Acknowledgment)

(Corporate Seal)

**Surety** \_\_\_\_\_

Address \_\_\_\_\_

Phone No.: ( ) \_\_\_\_\_ Fax No.: ( ) \_\_\_\_\_

By \_\_\_\_\_

Attorneys-in-Fact

Title \_\_\_\_\_

(Attach Notarial Acknowledgment)

**NOTE TO SURETY COMPANY: There must be submitted a certified copy of unrevoked resolution of authority for the attorneys-in-fact.**

(Seal)

**Witness** \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Risk Manager

**END OF PERFORMANCE BOND**

CITY OF SAN LEANDRO  
STATE OF CALIFORNIA

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of San Leandro**, a municipal corporation, has awarded to \_\_\_\_\_, hereinafter designated as the "Principal", a contract for **TOYON PARK PATHWAY REHABILITATION, PROJECT NO. 2013.028**; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure payment of claims of laborers, mechanics, or materialmen employed on work under said contract, as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound unto the City of San Leandro in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), said sum being equal to the estimated amount payable by said City of San Leandro under the terms of the contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if said Principal, or Principal's heirs, executors, administrators, successors, or assigns, or subcontractors shall fail to pay for any material, provisions, provender, or other supplies, implements, or machinery used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from these wages of employees of the Contractor and Contractor's subcontractors pursuant to the Revenue and Taxation Code, with respect to such work and labor, the Surety or Sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, said Surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 3138 of the Civil Code of the State of California so as to give a right of action to them or their assigns in any suit brought upon this bond.

Said Surety, for value received, hereby stipulates and agrees that, in accordance with the Plans, Standard Specifications, Special Provisions, and other Contract Documents, no change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed there under, or to the specifications accompanying the same, shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the specifications.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

**Principal** \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

(Attach Notarial Acknowledgment)

(Corporate Seal)

**Surety** \_\_\_\_\_

Address \_\_\_\_\_

Phone No.: ( ) \_\_\_\_\_ Fax No.: ( ) \_\_\_\_\_

By \_\_\_\_\_

Attorneys-in-Fact

Title \_\_\_\_\_

(Attach Notarial Acknowledgment)

**NOTE TO SURETY COMPANY: There must be submitted a certified copy of unrevoked resolution of authority for the attorneys-in-fact.**

(Seal)

**Witness** \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Risk Manager

**END OF PAYMENT BOND**

**ESCROW FOR SECURITY DEPOSIT**  
IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between the **City of San Leandro**, whose address is 835 East 14th Street, San Leandro, CA, 94577, hereinafter called "City", \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter called "Contractor", and \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter called "Escrow Agent."

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

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by City pursuant to the construction contract entered into between the City and Contractor for **TOYON PARK PATHWAY REHABILITATION, PROJECT NO. 2013.028** in the amount of \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the City shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as substitute for Contract earnings, the Escrow Agent shall notify the City within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract amount between the City and Contractor. Securities shall be held in the name of \_\_\_\_\_, and shall designate the Contractor as the beneficial owner.

The Contractor shall select and initial one of the following options:

2.  The City shall make progress payments to the Contractor for such funds that otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above,

**OR**

3.  The City shall make payment of retentions earned directly to the Escrow Agent. The Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this Contract is terminated. The Contractor may direct the investments of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the City pays the Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the City. These expenses and payment terms shall be determined by the City, Contractor, and Escrow Agent.
5. The interest earned on the securities or the money market accounts held in escrow and all interest earned shall be for the sole use of the Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the City.

6. Contractor shall have the right to withdraw all or any part of the principal in the escrow account only by written notice to Escrow Agent accompanied by written authorization from City to the Escrow Agent that City consents to the withdrawal of the amount sought to be withdrawn by Contractor.
7. The City shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven day's written notice to the Escrow Agent from the City of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the City.
8. Upon receipt of written notification from the City certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the escrow account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on the written notifications from the City and the Contractor pursuant to Sections (5) to (8) inclusive, of this agreement and the City and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.
10. Contractor authorizes the Escrow Agent to issue monthly statements of the status of the funds held in the escrow account to the City. Escrow Agent shall issue said statements on a monthly basis and mail to: City of San Leandro, ATTN: Finance Department, 835 East 14<sup>th</sup> Street, San Leandro, CA 94577.
11. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the City and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures, are as follows:

**On behalf of City:**

\_\_\_\_\_

Title

\_\_\_\_\_

Name

**On behalf of Contractor:**

\_\_\_\_\_

Title

\_\_\_\_\_

Name

**On behalf of Escrow Agent:**

\_\_\_\_\_

Title

\_\_\_\_\_

Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Address

At the time the escrow account is opened, the City and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this agreement.

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

**City:**

**Contractor:**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

**END OF ESCROW FOR SECURITY DEPOSIT  
IN LIEU OF RETENTION**

CITY OF SAN LEANDRO  
STATE OF CALIFORNIA

**MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the **City of San Leandro**, State of California, has awarded to \_\_\_\_\_, hereinafter designated as the "Principal," a contract for **TOYON PARK PATHWAY REHABILITATION, PROJECT NO. 2013.028**; and

Whereas, said Principal is required under the terms of said contract to furnish a bond for the correction of any defects due to defective materials or workmanship in the work performed under said contract.

NOW, THEREFORE, we the Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the City of San Leandro in the penal sum of \_\_\_\_\_ (\$\_\_\_\_\_), lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if, during a maintenance period of one (1) year from the date of recordation of the Notice of Completion by the City, the Contractor upon receiving written notice of a need for repairs which are directly attributable to defective materials or workmanship, shall diligently take the necessary steps to correct said defects within seven (7) days from the date of said notice, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

If any action shall be brought by City upon this bond, a reasonable attorney's fee, to be fixed by the court, shall be and become a part of City's judgment in any such action.

No right of action shall accrue on this bond to, or for the use of, any person or corporation other than the City named herein or the heirs, executors, administrator, or successor of the City.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this \_\_\_\_\_ day of \_\_\_\_\_, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal) **Principal** \_\_\_\_\_  
By \_\_\_\_\_  
Title \_\_\_\_\_

(Attach Notarial Acknowledgment)

(Corporate Seal) **Surety** \_\_\_\_\_  
Address \_\_\_\_\_  
Phone No.: ( ) \_\_\_\_\_ Fax No.: ( ) \_\_\_\_\_  
By \_\_\_\_\_  
Attorneys-in-Fact  
Title \_\_\_\_\_

(Attach Notarial Acknowledgment)

**NOTE TO SURETY COMPANY: There must be submitted a certified copy of unrevoked resolution of authority for the attorneys-in-fact.**

(Seal) **Witness** \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Risk Manager

**END OF MAINTENANCE BOND**

# SPECIAL PROVISIONS

## PART 1 - GENERAL PROVISIONS

Part 1 of the Special Provisions shall conform to Part 1 of the Standard Specifications except as modified herein.

### SECTION 1 - TERMS, DEFINITIONS, ABBREVIATIONS, AND SYMBOLS

The Contractor's attention is directed to Section 1, "Terms, Definitions, Abbreviation, And Symbols", of the Standard Specifications.

- 1-2 Definitions
- 1-3 Abbreviations

**1-2 DEFINITIONS** The following paragraphs are added to Section 1-2 of the Standard Specifications:

Whenever the following terms are used in the Standard Specifications, Plans, Special Provisions, or other contract documents, the intent and meaning shall be interpreted as follows:

**Agency:** The City of San Leandro.

**Board:** The City Council of the City of San Leandro.

**City:** The City of San Leandro.

**Contractor:** Signatory to agreement contained herein.

**Engineer:** The City Engineer of the City of San Leandro, State of California, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

**Laboratory:** Laboratories approved and authorized by the Engineer to test materials and work involved in the contract.

**Standard Specifications:** The Standard Specifications for Public Works Construction, 2006 edition and 2008 supplement thereto, American Public Works Association, Southern California Chapter; and Sections 82, 84, 85, and 86 of the 2010 edition of the California Department of Transportation (CALTRANS) Standard Specifications, the 2012 California Manual of Uniform Traffic Control Devices (MUTCD), and the Special Provisions (Technical Specifications) and Standard Plans thereto adopted by the City Engineer, the State Department of Industrial Relations general prevailing wage rates; and the State Department of Transportation labor surcharge and equipment rental rates.

**Special Provisions:** Any provisions that supplement or modify the Standard Specifications, including technical specifications covering construction materials and methods. The State Department of Transportation publication entitled "Labor Surcharge And Equipment Rental Rates" and the State Department of Industrial Relations General Prevailing Wage Rates are to be considered as a part of the Special Provisions.

**1-3 ABBREVIATIONS** The following definitions are added to Section 1-3 of the Standard Specifications:

<b>Abbreviation</b>	<b>Word or Words</b>
<b>AB or CAB</b>	<b>Aggregate Base Rock or Crushed Aggregate Base</b>
<b>ASB or CMB</b>	<b>Aggregate Subbase Rock or Crushed Miscellaneous Base</b>
<b>JP</b>	<b>Joint Utility Pole</b>
<b>MO</b>	<b>Months</b>
<b>TN</b>	<b>Tons (2,000 lbs./907.2 kgs.)</b>
<b>TP</b>	<b>Telephone Pole</b>

## SECTION 2 - SCOPE AND CONTROL OF THE WORK

The scope and control of work shall be governed by the provisions in Section 2, "Scope and Control of the Work", of the Standard Specifications, except as modified herein.

2-1	Award Of Contract
2-3	Subcontracts
2-3.1	General
2-3.2	Additional Responsibility
2-4	Contract Bonds
2-5	Plans And Specifications
2-5.1	General
2-5.3	Submittals
2-5.3.1	General
2-5.3.2	Working Drawings
2-5.3.3	Shop Drawings
2-5.3.4	Supporting Information
2-6	Work To Be Done
2-9	Surveying
2-9.2	Construction Staking Request Form
2-11	Inspection
2-11.1	Quality Control
2-11.2	Re-Inspection

**2-1 AWARD OF CONTRACT** Section 2-1 of the Standard Specifications is replaced with the following:

**BASIS OF AWARD:** The award of the contract, if awarded, will be made within 90 days after the opening of bids to the lowest responsible bidder whose proposal complies with all the contract requirements, based on the corrected "Total Bid" sum of the corrected extension(s) of the bid item(s) in "Total Price" column, per the "Proposal to the City of San Leandro". The right is reserved to reject any and all proposals.

The periods of time specified above within which the award of contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the Engineer and the bidder concerned.

All bids will be compared on the basis of the Engineer's Estimate of the quantities of work to be done. The Engineer's Estimate of construction quantities are approximate only, being given as a basis for the comparison of bids. The City does not expressly nor by implication agree that the actual amount of work will correspond therewith, and reserves the right to change the amount of any class or portion of the work or to omit portions of the work as may be deemed necessary or expedient by the Engineer in accordance with Section 3-2 of the Standard Specifications.

### **2-3 SUBCONTRACTS**

**2-3.1 GENERAL** The following information is added to Section 2-3.1 of the Standard Specifications:

Contractor shall provide all REQUIRED information, as requested, on the "List of Subcontractors", which is included in the proposal. If requested by the Engineer, all other information must be provided within 24 hours of bid opening, pursuant to Public Contracts Code Section 4104.

**2-3.2 ADDITIONAL RESPONSIBILITY** The following information is added to Section 2-3.2 of the Standard Specifications:

The City hereby designates the following items as “Specialty Items” for computing the amount of work required by the Contractor pursuant to Section 2-3.2 of the Standard Specifications:

**NONE**

**2-4 CONTRACT BONDS** The following information is added to Section 2-4 of the Standard Specifications:

**PAYMENT BOND AND PERFORMANCE BOND:** The forms for the Payment Bond and Performance Bond can be found within these contract documents. Only said bond forms provided by the City shall be acceptable.

**MAINTENANCE BOND:** A Maintenance Bond shall be delivered to the City prior to the City’s acceptance of the work. The bond shall be executed by a surety company or companies satisfactory to the City in the amount of ten percent (10%) of the contract price, or \$1,000.00, whichever is greater. The bond shall remain in force for the duration of the 1-year guarantee period. The Maintenance Bond must be in substantially the same form as set forth in these contract documents.

**2-5 PLANS AND SPECIFICATIONS** The following is added to Section 2-5 of the Standard Specifications:

The work embraced herein shall be performed in accordance with the Standard Specifications for Public Works Construction, the 2006 edition and 2008 supplement thereto, American Public Works Association, Southern California Chapter; and Sections 82, 84, 85, and 86 of the 2010 edition of the California Department of Transportation (CALTRANS) Standard Specifications; the 2012 California Manual of Uniform Traffic Control Devices (MUTCD); and the Special Provisions (Technical Specifications) and Standard Plans thereto adopted by the City Engineer, the State Department of Industrial Relations General Prevailing Wage Rates; and the State Department of Transportation Labor Surcharge and Equipment Rental Rates, and these Special Provisions and the Contract Documents.

The Contractor shall not take advantage of any apparent error or omission in the contract documents. In the event Contractor discovers any apparent error, discrepancy or omission, Contractor shall immediately call upon the Engineer to make a determination and decision on the matter.

Should any discrepancy appear, or misunderstandings arise with respect to any issue described in the contract documents, the explanation of the Engineer in relation thereto shall prevail.

In addition to the drawings incorporated with or referred to in these contract documents, the Engineer shall, from time to time during the progress of the work, furnish such additional drawings and reference specifications as may be necessary to clarify or define the intent of the contract documents in greater detail. The Contractor shall make the work conform to all such drawings and reference materials.

The plans for this project shall be as follows:

<b>Title</b>	<b>Sheet No.</b>	<b>Drawing No.</b>	<b>Case No.</b>
TITLE SHEET	1	1888	1002
SITE PLAN	2	1889	1002
DETAILS	3	1890	1002

**2-5.1 GENERAL** The following is added to section 2-5.1 of the Standard Specifications:

The Contractor shall submit a request for information (RFI) to the Engineer whenever the intent of the contract documents is ambiguous or unclear. RFI's shall be in writing and shall be numbered sequentially. RFI's shall include references to relevant details, specification sections, and plan sheets so that the question may be easily understood. Responses to RFI's shall be considered amendments to the contract documents, and the work shall be constructed in accordance with the responses. The response to an RFI does not indicate or authorize extra work or authorize additional compensation. The Contractor must follow the procedures of Section 3 if additional compensation is desired.

**2-5.3 SUBMITTALS** The following is added to Section 2-5.3 of the Standard Specifications:

Submittals shall consist of the appropriate combination of catalog sheets, certificate of compliance, material lists, manufacturer's brochures, technical bulletins, specifications, diagrams, product samples, or other requested information necessary to describe a system, product, or item. Submittals for systems shall be bound together and include all manufactured items for the system. Six copies of each submittal shall be transmitted to the Engineer. Three copies will be returned to the Contractor. (Printed material may be submitted electronically as a pdf document).

**2-5.3.1 GENERAL** The following is added to Section 2-5.3.1 of the Standard Specifications:

Contractor's attention is directed to Section 6-1 of these Special Provisions regarding required submittals for the pre-construction meeting.

Work that utilizes processes, equipment, or materials that have not been accepted is performed at the contractors own risk. Work performed utilizing rejected processes, equipment, or materials will be removed, repaired, or redone at the Contractor's expense to the satisfaction of the Engineer.

**2-5.3.2 WORKING DRAWINGS** The following is added to Section 2-5.3.2 of the Standard Specifications:

**RECORD DRAWINGS ("As Built"):** The Contractor shall keep and maintain at the job site one record set of contract drawings. On these, it shall mark all project conditions, locations, configurations, and any another changes or deviations that may vary from the details represented on the original contract drawings, including buried or concealed construction and utility features that are revealed during the course of construction. Record drawings may be in the form of a set of prints with carefully plotted information overlaid in pencil of a clearly legible and reproducible contrasting color to the drawing, except the final record drawings shall be prepared on the reproducible prints supplied by the City.

Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or that were not indicated on the Contract Drawings. Said record drawings shall be supplemented by any detailed sketches as necessary or as directed to indicate fully the work as actually constructed.

These master record drawings of the Contractor's representation of "as-built" conditions, including all revisions made necessary by addenda, change orders, and the like, shall be maintained up-to-date during the process of the work.

In the case of drawings that depict the detail requirement for equipment to be assembled and wired in the factory, the record drawings shall be updated by indicating those portions that are superseded by change order drawings or final shop drawings, and by including appropriate reference information describing the change orders by number and the shop drawings by manufacturer, drawing, and revision numbers.

Record drawings prepared by the Contractor shall be accessible to the Engineer at all times during the construction period and shall be delivered to the Engineer upon completion of the work.

**EFFECT ON PROGRESS PAYMENTS:** Requests for partial payments will not be approved if the record drawings are not kept current. All such record drawings will be inspected by the Engineer each month, and the City will not process monthly payment requests unless such drawings are current to the satisfaction of the Engineer.

**FINAL RECORD DRAWINGS:** Upon substantial completion of the work and prior to final acceptance by the City, the Contractor shall complete and deliver the completed set of record drawings to the Engineer conforming to the construction records of the Contractor. This set of drawings shall consist of corrected plans showing the reported location of the work. The information submitted by the Contractor and incorporated by the Engineer into the record drawings will be assumed to be reliable, and the Engineer will not be responsible for the accuracy of such information, nor for any errors or omissions that may appear on the record drawings as a result. A set of reduced record drawings, laminated in plastic, shall be provided for traffic signal work, street or park lighting work, communications systems work, and irrigation work. Such drawings shall become the property of the City.

**EFFECT ON FINAL PAYMENT:** An amount to be determined by the Engineer will be withheld from retention until the Contractor-prepared final record drawings have been delivered to the Engineer.

**2-5.3.3 SHOP DRAWINGS** The following is added to Section 2-5.3.3 of the Standard Specifications:

Shop drawings are required for the following items of work or components:

**NONE**

**2-5.3.4 SUPPORTING INFORMATION** The following is added to the end of Section 2-5.3.4 of the Standard Specifications:

Data submitted under item (8) Data, above shall include:

- Asphalt concrete source and mix design,
- Aggregate base source and gradation
- Header boards,
- Irrigation sleeve, and
- Construction fencing layout and materials,

Also see Section 6-1 of these Special Provisions for a list of submittals which are requested prior to the preconstruction meeting.

**2-6 WORK TO BE DONE** The following is added to Section 2-6 of the Standard Specifications:

**UNAUTHORIZED WORK:** Any work done beyond the lines or grades shown on the plans and specifications, or beyond lines and grades established by the Engineer pursuant to the plans, or any work done without written authority of the Engineer, or performed during unauthorized working hours, or

performed without benefit of or subject to inspection, shall be considered as unauthorized work and no compensation will be allowed therefore. The Engineer shall have the authority to have such work removed and the area restored and to deduct the cost thereof from money due or to become due to the Contractor.

**The Contractor shall be subject to liquidated damages in accordance with Section 6-9 of these Special Provisions for each incident of unauthorized work.**

## **2-9 SURVEYING**

**2-9.2 SURVEY SERVICE** Section 2-9.2 of the Standard Specifications is replaced with the following:

City shall not provide surveying services on this project. Contractor shall replace pathway with the same horizontal alignment as the current pathway. Vertical grades shall conform with field conditions as indicated on the plans.

**2-11 INSPECTION** The following is added to Section 2-11 of the Standard Specifications:

**2-11.1 QUALITY CONTROL** **Quality Control is distinctly the sole duty of the Contractor and said duty shall not be avoided by any act or omission on the part of the inspector(s).**

The work shall be conducted under the general observation of the Engineer acting directly and/or through various inspectors at the site and shall be subject to intermittent inspection (Quality Assurance) by said representatives of the City to assure strict compliance with the requirements of the contract documents. The presence of the inspector shall not be required nor relieve the Contractor of the responsibility for the proper execution of the work in accordance with all requirements of the contract documents.

Whenever the Contractor is ready to backfill, bury, cast in concrete, hide, or otherwise cover or make inaccessible any work under the contract, the Contractor shall notify the Engineer not less than before noon of the working day prior to the beginning of any such work to be inspected or tested, so that the required inspections can be scheduled and performed. Failure of the Contractor to notify the Engineer at least before noon of the working day before any such inspections shall be reasonable cause for the Engineer to require sufficient delay in the Contractor's schedule to allow time for such inspections, and any remedial or corrective work required, and all costs of such delays, including its impact or effect upon other portions of the work, shall be borne by the Contractor.

The Contractor shall not call for any inspections until the Contractor is absolutely certain that all obligations for quality control have been fulfilled, and the work is in strict compliance with the requirements of the plans and specifications.

The Contractor shall be solely responsible for arranging inspections required by the Building Regulations Division or other jurisdictions where permits are required pursuant to Section 7-5 of these Special Provisions. The Engineer shall be kept informed of the status of such permits and related inspections.

**2-11.2 RE-INSPECTION** A re-inspection fee may be assessed for each inspection or re-inspection when:

1. Such portion of work for which inspection is called is not complete, or when corrections called for are not made.
2. When the permits are not properly posted at the work site.
3. The approved plans are not readily available to the inspector.

4. When the Contractor fails to provide access to the work on the date for which inspection is requested.
5. For obvious non-compliance and/or for deviating from plans and specifications without the required approval of the Engineer.
6. Any unauthorized work.
7. Work not subject to initial inspection.
8. Continuous failure of material testing.

To obtain a re-inspection, the applicant shall request re-inspection in writing before noon of the working day before re-inspection is required, including agreement for payment of the inspector's current hourly rate, plus laboratory costs for repeated materials testing.

In instances where re-inspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been deducted from money due or to become due to the Contractor.

## SECTION 3 - CHANGES IN WORK

Changes in work shall be governed by provisions in Section 3, "Changes In Work", of the Standard Specifications, except as modified herein.

3-2.1.1	Changes Initiated By The City
3-3	Extra Work
3-3.1	General
3-3.2	Payment
3-3.2.1	General
3-3.2.2	Basis For Establishing Costs
3-3.2.3	Mark Up
3-3.3	Daily Reports By Contractor
3-4	Changed Conditions
3-5	Disputed Work
3-6	False Claims Act Certification

**3-2.1.1 CHANGES INITIATED BY THE CITY** Changes greater than 25 percent (25%) of the total cost of the following contract items may be made by the City without adjustment in the contract unit prices:

<b>Bid Item No.</b>	<b>Description</b>
	None

**3-3 EXTRA WORK** The following is added to Section 3-3 of the Standard Specifications:

Extra work shall require a signed contract change order, or a written order from the City, authorizing Contractor to proceed with extra work for an agreed upon price. The expressed terms of the signed change order shall govern over any conflicting documents, including but not limited to, any proposals for change orders.

Work performed in response to an emergency shall be performed on an extra work basis (time and material basis) and shall be governed by this section.

**3-3.1 GENERAL** The following paragraph is added to Section 3-3.1 of the Standard Specifications:

When forces or labor used for extra work are not those of the Contractor or subcontractors, such forces or labor shall be treated as subcontractors and the Contractor shall be responsible for their work.

### **3-3.2 PAYMENT**

**3-3.2.1 GENERAL** The following is added to Section 3-3.2.1 of the Standard Specifications:

When changes in work are to be paid for as Extra Work, in accordance with Section 3-3.2, "Payment", of the Standard Specifications, the labor, materials, and equipment used in the performance of such work shall be subject to the approval of the City.

**3-3.2.2 BASIS FOR ESTABLISHING COSTS** Section 3-3.2.2 of the Standard Specifications is revised as follows:

(a) **Labor:** The cost of labor for the workers used in the actual and direct performance of the work, whether the employer is the Contractor, subcontractor, or other force, will be the sum of the following:

The actual wages paid at a rate not to exceed the State of California Department of Industrial Relations General Prevailing Wage Rates. The wages shall include any employer payments to or on behalf of the workers for health and welfare, pension, vacation, apprenticeship funds, and similar purposes (fringe benefits).

The use of a labor classification that would increase the extra work cost will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental. The labor cost for foremen shall be proportioned to all of their assigned work and only that applicable to extra work will be paid.

Non-direct labor costs, including superintendence, shall be considered part of the markup of 3-3.2.3 (a).

To the actual wages, as defined above, will be added a labor surcharge set forth in the California Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates", which is in effect on the date upon which the work is accomplished. The labor surcharge shall constitute full compensation for all payments imposed by State and Federal laws and for all other payments made to, or on behalf of, the workers, other than actual wages as defined above. The six items included are Workers Compensation, Social Security, Medicare, Federal Unemployment, State Unemployment, and State Training Taxes.

Fringe benefit statements from applicable collective bargaining units shall be provided for verification.

(b) **Materials:** No additions, deletions, or revisions.

(c) **Tool and Equipment Rental:** Revise the second paragraph of 3-3.2.2 (c) to read:

The rates to be used in determining equipment rental costs of Contractor owned and maintained equipment shall be the lesser of listed rates prevailing locally at equipment rental agencies or distributors, or of listed rates in the California Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates", at the time the work is performed. The rates to be used in determining equipment rental costs of equipment obtained at local equipment rental agencies or distributors shall be paid per invoice. The Contractor's owned equipment shall be used to the greatest extent possible.

Revise the fourth paragraph of 3-3.2.2 (c) to include:

Rental rates for Contractor owned/maintained equipment not in actual use that remains at the work site exclusively to perform the extra work shall be adjusted by the Delay Factor Rate up to eight (8) hours, and equipment used in excess of eight (8) hours per day or on weekends and holidays shall be adjusted by the Overtime Factor per the "Labor Surcharge and Equipment Rental Rates".

(d) **Other Items:** No additions, deletions, or revisions.

(e) **Invoices:** No additions, deletions, or revisions.

**3-3.2.3 MARK UP** Section 3-3.2.3 is replaced as follows:

(a) **Work by Contractor:** The following percentages shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

1) Labor	33%
2) Materials	15%
3) Equipment Rental	15%
4) Other Items and Expenditures	15%

(b) **Work by Subcontractor:** When all or any part of the extra work is performed by a Subcontractor, the markup established in 3-3.2.3 (a) shall be applied to the Subcontractor's actual cost of such work. A markup of ten percent (10%) on the first \$5,000 of the subcontracted portion of the extra work and a markup of five percent (5%) on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

The above markups shall constitute full compensation for all non-direct overhead costs not specifically designated as costs in Section 3-3.2.2 of these Special Provisions, including but not limited to fixed field cost (field overhead), home office overhead, liability insurance, and increased insurance and bond premiums. The total payment made as provided above shall be deemed to be the actual cost of the work and shall constitute full compensation therefore.

**3-3.3 DAILY REPORTS BY CONTRACTOR** The following is added to Section 3-3.3 of the Standard Specifications:

Contractor (and Subcontractors) shall submit DEW (Daily Extra Work) Reports on the attached form.

**3-4 CHANGED CONDITIONS** The following is added to Section 3-4 of the Standard Specifications

Any notice of Changed Conditions shall include any potential delay claims, and any potential claims for additional compensation in accordance with Section 6-6 of the Standard Specifications and these Special Provisions.



**3-5 DISPUTED WORK** The following is added to Section 3-5, “Disputed Work”, of the Standard Specifications:

For claims of less than three hundred and seventy five thousand dollars (\$375,000), the procedure for claims resolution shall be as stipulated in Article 1.5 of the California Public Contracts Code.

**3-6 FALSE CLAIMS ACT CERTIFICATION** Section 3-6 is added to Section 3 of the Standard Specifications as follows:

All change orders submitted by the Contractor, and any claim for additional compensation must be accompanied by the following declaration:

“I, \_\_\_\_\_, being the \_\_\_\_\_ of \_\_\_\_\_ (Contractor), declare under penalty of perjury under the laws of the State of California, and do personally certify and attest that: I have thoroughly reviewed the attached request for change order and know its contents, and said request for change order is made in good faith; that it is supported by truthful and accurate data; that the amount requested and the additional time requested accurately reflects the allowable expenses that would be incurred, and the time necessary, to perform the change order; and further, that I am familiar with California Penal Code Section 72 and California Government Code Section 12650, et seq., pertaining to false claims, and further know and understand that submission or certification of a false claim may lead to fines, imprisonment, or other severe legal consequences.”

## SECTION 4 - CONTROL OF MATERIALS

Contractor's attention is directed to Section 4, "Control of Materials", of the Standard Specifications.

4-1	Materials And Workmanship
4-1.1.1	Buy American Requirements
4-1.5	Certification

**4-1 MATERIALS AND WORKMANSHIP** Section 4-1 of the Standard Specifications is amended as follows:

**4-1.5 CERTIFICATION** The following is added to Section 4-1.5, "Certification," of the Standard Specifications:

A Certificate of Compliance shall be furnished prior to the use of any materials for which these Special Provisions require that such a certificate be furnished. In addition when so authorized in these Special Provisions, the Engineer may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials comply in all respects to the requirements of the specifications. A Certificate of Compliance shall be furnished with each lot of materials delivered to the work and the lot so certified shall be clearly identified in the certificate.

All materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that a material is used on the basis of a certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the work which conforms to the requirements of the plans and specifications and any material not conforming to such requirements will be subject to rejection whether in place or not.

The City reserves the right to refuse to permit the use of material on the basis of Certificate of Compliance

The form of the Certificate of Compliance and its disposition shall be as directed by the Engineer.

**4-1.9 CITY FURNISHED MATERIALS** The following is added to Section 4-1 as follows:

The Contractor shall submit a written request to the Engineer for delivery of City furnished material at least fifteen (15) days in advance of the date of its intended use. The request shall state the quantity and the type of each material.

The material will be available to the Contractor at the City's Public Works Center located at 14200 Chapman Road, San Leandro, California. Materials shall be hauled to the site of the work by the Contractor at his expense, including any necessary loading and unloading that may be involved. All costs of handling and placing City furnished material shall be considered as included in the price paid for the contract item involving such City furnished material.

The Contractor shall be responsible for all materials furnished to him, and shall pay all demurrage and storage charges. City furnished materials lost or damaged from any cause whatsoever shall be replaced by the Contractor at his expense. The Contractor shall be liable to the City for the cost of replacing City furnished materials and such cost may be deducted from monies due or to become due the Contractor.

All City furnished material that is not used on the work shall remain the property of the City and shall be delivered to the Public Works Service Center.

The following materials will be furnished to the Contractor:

**WW Grant Funding Signage Placard**  
**Geotextile Weed Control Fabric**

## SECTION 5 - UTILITIES

Contractor's attention is directed to Section 5, "Utilities", of the Standard Specifications, except as modified herein.

- 5-1 Location
- 5-2 System Outage Request Form

**5-1 LOCATION** The third and fourth paragraphs of Section 5 of the Standard Specifications are revised as follows:

As provided in Section 4216 of the California Government Code, Contractor shall contact the Underground Service Alert (USA) of Northern California at 1-800-227-2600 and provide them the limits of work a minimum of two working days prior to starting excavation operations at a given location. In addition, Contractor shall submit each USA ticket number and OSHA Activity Notification Form, (including the submitted work limits, date, and time issued), to the Engineer prior to starting excavation operations at that location. Contractor shall also keep the applicable USA ticket open until completion of excavation operations at a given location.

The California Department of Transportation (Caltrans) is not required by Section 4216 to become a member of the regional notification center. If work is within a Caltrans Right-Of-Way (ROW), Contractor shall contact Caltrans for location of Caltrans' underground utilities. It should be noted that Caltrans marks the approximate locations of its utilities only as a "courtesy" and makes no assurances as to the accuracy of the markings. Contractor shall take additional measures to verify Caltrans utility markings.

Caltrans Electrical Maintenance: (510) 638-1201; (510) 268-4409

**5-2 PROTECTION** The following provisions are added to the end of the fourth paragraph of Section 5-2:

**No work on City sewer or storm lines is permitted on this project; except for storm water pollution prevention measures on the Toyon Park parking lot stormwater inlets.**

**In addition to the requirements of Section 5-2 of the Standard Specifications, in the event of disturbance or damage to a sewer line to the extent that an emergency sewer point repair is required, the Contractor shall contact the Engineer immediately for additional instructions prior to beginning repairs.**

Additionally, the Contractor shall reimburse the City for any fines levied by regulatory agencies due to spills, backups, or overflows resulting from the Contractor's failure to comply with the requirements herein.

### **WPCP Phone Numbers:**

Monday – Friday	7:00 a.m. to 4:00 p.m.	(510) 577-3434
	After Hours	(510) 577-3459

## SECTION 6 - PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK

The prosecution of work, progress, and acceptance of work shall be done in accordance with Section 6, "Prosecution, Progress, and Acceptance of the Work", of the Standard Specifications, except as modified herein.

6-1	Construction, Schedule, And Commencement Of Work
6-2	Prosecution Of Work
6-5	Termination
6-4	Written Notice And Report
6-7.2	Working Days
6-8	Completion, Acceptance And Warranty
6-9	Liquidated Damages
6-10	Use Of Improvement During Construction

**6-1 CONSTRUCTION, SCHEDULE AND COMMENCEMENT OF WORK** In addition to the requirements of Section 6-1 of the Standard Specifications, the following shall also apply:

The Contractor shall not begin work until the Notice to Proceed is issued by the City. Contractor shall diligently prosecute the work to completion before the expiration of

**20 working days, total.**

**10 days to complete construction once field work starts.**

The City shall begin charging working days on the fifth working day following the date of issuance of the Notice to Proceed. To avoid additional weekend closures

**Failure to complete the work within allotted working days shall subject the Contractor to liquidated damages in accordance with Section 6-9 of these Special Provisions.**

Prior to the issuance of the Notice to Proceed, a pre-construction conference will be held at the office of the Engineer between the City and the Contractor. The purpose of this meeting shall be to discuss the scope of work, the plans and specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and satisfactory completion of the project as required. The Contractor's representatives at this conference shall include the project manager, superintendent, foremen, and major subcontractors. This pre-construction conference will be scheduled immediately after the contract agreement has been approved by the City.

Five (5) working days prior to the pre-construction conference, the Contractor shall submit six (6) copies of the following documents:

1. A preliminary construction schedule pursuant to Section 6-1 of the Standard Specifications in a form acceptable to the Engineer. At a minimum, the schedule will detail the proposed starting and proposed completion dates of the various activities, submittal schedule, procurement of materials, and scheduling of manpower and equipment, and a critical path of controlling operations. Subcontractors' schedules shall be incorporated into the general contractor's schedule.

Within the first seven working days of this project, the Contractor shall submit a final construction schedule to the Engineer.

**For each day beyond the submission deadline that the City does not receive the schedule, the Contractor shall be subject to liquidated damages in accordance with Section 6-9, deducted from money due or to become due to the Contractor.**

All schedule changes shall be submitted to the Engineer prior to the revised tasks being performed. All changes are subject to any limitations placed on the order of work made by these specifications.

**The Contractor shall be subject to liquidated damages in accordance with Section 6-9, deducted from money due or to become due to the Contractor, for any work task performed outside of the project schedule.**

- A. City Review of Schedule. The City may review the Contractor's submitted schedule and may note any exceptions. The Contractor shall correct any exceptions noted by the City within five (5) working days of being notified of the exceptions. The City's acceptance of a schedule does not relieve the Contractor from sole responsibility for scheduling, sequencing, and pursuing the work to comply with the requirements of the contract documents. The City shall not accept any schedule that provides for a completion date earlier than the Time of Completion. The City shall not accept any project schedule or schedule of values shows that the Contractor has engaged in front-end loading. "Front-end loading" is defined as the overestimation of the cost of work to be performed at the beginning of the project and underestimating the cost of work to be performed at the end.
- B. Update of Schedule. After submission of a schedule to which the City has taken no exceptions, the Contractor shall submit an updated schedule monthly, or with each progress payment request, whichever is more frequent, or upon the request of the Engineer until completion of the work. The updated schedule shall include as-built information on the actual progress of work as of the date specified in the updated schedule and anticipated changes to planned activities.

In addition to monthly schedule updates, a two week "look ahead schedule" shall be provided at weekly progress meetings.

- C. Float. The schedule shall show early and late completion dates for each task. The number of days between these dates shall be designated as "float". Float shall be designated to the project and shall be available to both the City and the Contractor as needed.
- D. Failure to Submit Schedule. If the Contractor fails to submit the schedule within the time period specified in this Section, or the updated schedule as specified in this Section, or submit a schedule to which the City has taken uncorrected exceptions, the City shall be entitled to withhold payment for the next application for payment submitted after the schedule or updated schedule becomes late until such time as an acceptable schedule or updated schedule is submitted to the City.
- E. Responsibility for Schedule. The Contractor shall have sole and exclusive responsibility for creating the schedule and properly updating it. The City has no authority to approve the schedule. The City may note exceptions to any schedule submitted by the Contractor. However, it shall be the Contractor's sole responsibility to determine the proper method to address exceptions and the City's review of the schedule shall not serve to place any such obligation on the City. Whenever a schedule update shows a completion date beyond the Time of Completion, the Contractor shall submit a proposed recovery schedule to the City.
- F. Submission of Schedules. Schedules and updated schedules shall be submitted in hard copy or in an electronic format. Contractor may use Microsoft Project, or other scheduling software, subject to the approval of the Engineer. The submission of a schedule in compliance with this section shall not relieve the Contractor of any other reporting requirements set forth in the contract documents.

G. Specification of “activity”. As used in this Section, an “activity” is specified as follows:

- 1) Each activity shall be a unit of work that requires an amount of time for its performance not exceeding fifteen (15) days;
  - 2) Each activity shall be a logically separate part of the work, defined by an observable start and an observable finish;
  - 3) The scope of the activity shall be formed from the largest grouping of related operations that permit a continuous and measurable flow of work and that can proceed without affecting or being abetted by other activities;
  - 4) The scope of the activity shall be small enough to permit a reasonable appraisal of its status.
2. The name, daytime phone number, and 24-hour emergency phone number of the Contractor’s representatives(s) pursuant to Section 7-6 of the Standard Specifications.
  3. Photocopies of current business licenses for Contractor and all listed subcontractors.

**EFFECT ON PROGRESS PAYMENT:** Progress payments will not be approved until business licenses from the Contractor and all listed subcontractors have been submitted.

4. Photocopies of applicable licenses, permits, certifications, documents, etc. pursuant to Section 7-5 “Permits”.

No work will be permitted until the Contractor has satisfactorily complied with all elements of this Section. Notwithstanding the foregoing, a Notice to Proceed may be issued to the Contractor on the day of the scheduled pre-construction meeting. The City shall start charging working days on the fifth working day following the issuance of Notice to Proceed. Contractor shall not be due additional compensation or working days due to non-compliance with this Section.

**The Contractor shall be subject to liquidated damages per Section 6-9 of these Special Provisions for failure to follow stated directives of this Section.**

**6-2 PROSECUTION OF WORK** The following paragraph(s) are added to Section 6-2 of the Standard Specifications:

Prior to commencing construction the Contractor shall complete, to the satisfaction of the Engineer, the following:

1. Advisory Signs
2. USA/Caltrans Notification
3. Public Notice Signage
4. No Parking Signs placed

**Any pathway that is excavated must be paved by the end of the day each Friday.**

**6-5 TERMINATION** Section 6-5 of the Standard Specifications is deleted and replaced with the following:

1. In addition to all other available remedies that the City may have under the agreement, and at law or equity, the City may terminate the Contractor’s control of the work:

- A. If the Contractor or any of its subcontractors engaged in the performance of the work fails to timely perform the work or any of the Contractor's material obligations under the contract documents (including but not limited to, submission of an acceptable schedule) except due to reasons beyond the control of the Contractor pursuant to the contract documents.
  - B. If the Contractor is adjudged bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of its creditors.
  - C. If the Contractor or any of the subcontractors engaged in the performance of the work persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials for the timely completion of the work.
  - D. If the Contractor fails to make prompt payment to subcontractors engaged in the performance of the work or for material or labor used in the performance of the work in accordance with the contract documents and applicable law.
  - E. If the Contractor or any subcontractors engaged in the performance of the work persistently disregard laws or ordinances applicable to the performance of the work, or the instructions of the City, the construction manager, the architect, or other authorized representatives of the City.
  - F. For any reason or for no reason, at the City's sole discretion.
2. If the City intends to terminate the Contractor's control of the work for any of the reasons specified in this section, the City will immediately serve written notice to the Contractor and its sureties. Notice of the City's intent to terminate the Contractor's control of the work will be given by certified mail and will specify the grounds for termination, the required cure, if any, and the time by which the cure must be performed. Upon receipt of notice of the City's intent to terminate the Contractor's control of the work, the Contractor will have ten (10) days from receipt of the notice, or a longer time specified in the notice, to cure its default. If the Contractor does not perform the required cure by the time specified in the notice, the City will issue a written notice of termination to the Contractor and its sureties by certified mail. The notice of termination will specify:
- A. That upon receipt of the notice the Contractor's right to perform or complete the work, including on behalf of the Contractor's sureties, is terminated;
  - B. That the Contractor's sureties will have the right to take over and complete the work and perform all of the Contractor's remaining obligations that have accrued under the agreement;
  - C. That if the Contractor's sureties do not both give the City written notice of their intention to take over and perform the agreement and commence completion of the work and performance of all of the Contractor's remaining obligations that have accrued under the agreement within ten (10) days after receipt of notice of termination, the City may declare the Contractor's sureties in default and take over the completion of the work, or have the work completed for the account and at the expense of the Contractor and its sureties, and the Contractor and its sureties will be liable to the City for any resulting excess cost.
3. The City may, in addition to all other available remedies that the City may have under the contract documents and at law or equity, deduct any such excess cost of completing the work from amounts that are due or that may become due the Contractor.
4. Upon termination of the Contractor's control of the work, the Contractor will, if so directed by the City, immediately remove from the work site any and all materials and personal property belonging to the Contractor that have not been incorporated in the work and the Contractor and its sureties will be

liable upon their bond for all damages caused the City by reason of the Contractor's failure to complete the work.

5. The City reserves the right to refuse use of any Contractor assigned by any surety to complete the work.
6. If the City completes or has completed any portion of, or the whole of the work, following termination of the Contractor's control of the work, the City will neither be liable for nor account to the Contractor or the Contractor's sureties in any way for the time within which, or the manner in which such work is performed, or for any changes made in such work or for the money expended in satisfying claims, suits, or other obligations in connection with completing the work.
7. If, following termination of the Contractor's control, the unpaid balance of the contract price exceeds all costs of completing the work, the difference will be paid to the Contractor.
8. If the agreement or Contractor's control of the work is terminated for any reason, no allowances or compensation will be granted for the loss of any anticipated profit by the Contractor.

**6-6.4 WRITTEN NOTICE AND REPORT** Section 6-6.4 of the Standard Specifications is revised to read as follows:

If the Contractor desires payment for a delay as specified in Section 6-6.3 or an extension of time, the Contractor shall, within 15 days after the beginning of the delay, file with the City a written request and report as to the cause and extent of the delay. Said request shall be clearly titled, "Notice of Potential Claim." Failure by the Contractor to file these items within the time specified will be considered grounds for refusal by the City to consider such requests.

Upon receipt of a written request for extension of time or payment, the Engineer shall ascertain the facts and the extent of the delay, and his findings thereon shall be final and conclusive.

**6-7.2 WORKING DAYS** The following is added to Section 6-7.2 of the Standard Specifications

Unless otherwise directed or authorized, the Contractor's normal working day activities shall be limited to the hours between 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding designated City holidays and other non-working days. This does not apply to lane closures; **See Section 7-10.3 for lane closure restrictions.**

All work shall be completed within the specified working hours on each working day or the Contractor shall be responsible for payment of inspection overtime at the current inspector's hourly overtime rate, including travel time where applicable, with a minimum charge of one (1) hour.

Working hours for work performed on non-working days (Saturday and Sunday), if permitted by the Engineer, shall be 8:00 a.m. to 6:00 p.m. unless otherwise approved in writing.

No work on holidays or other non-working days will be permitted unless approved in writing by the Engineer.

Deviation from normal working hours will not be allowed without prior written consent of the Engineer. In the event work is allowed by the Engineer outside of the normal working hours, at the written request of and for the benefit of the Contractor, inspection service fees shall be levied against the Contractor at the inspector's current hourly overtime rate, with a minimum charge of four (4) hours. The Contractor shall submit said written request no later than forty-eight (48) hours prior to the proposed work outside of the normal working hours.

The above charge may also be levied if inspection services are deemed necessary by the Engineer as a matter of public safety.

The following are the designated City holidays:

1. January 1 (New Year's Day).
2. The third Monday in January (Martin Luther King Jr.'s Birthday).
3. February 12 (Lincoln's Birthday).
4. The third Monday in February (Washington's Birthday).
5. The last Monday in May (Memorial Day).
6. July 4 (Independence Day).
7. The first Monday in September (Labor Day).
8. November 11 (Veterans' Day).
9. The fourth Thursday in November (Thanksgiving Day).
10. The day after Thanksgiving Day.
11. December 24 (Christmas Eve) through December 31 (New Year's Eve)

When a designated holiday falls on a Saturday, the preceding Friday shall be a designated holiday. When a designated holiday falls on a Sunday, the following Monday shall be a designated holiday.

**Contractor's attention is hereby directed to Section 7-8, "Project Site Maintenance", and Section 7-10, "Public Convenience and Safety", of the Standard Specifications, regarding continuous project site maintenance and mud and dust control being provided 24 hours/day, 7 days/week.**

The Contractor shall not be charged for a working day for days on which the Contractor is prevented by inclement weather or conditions resulting immediately therefrom adverse to the current controlling operation or operations, as determined by the Engineer, from proceeding with at least seventy-five percent (75%) of the normal labor and equipment force engaged on such operation or operations for at least sixty percent (60%) of the total daily time being currently spent on the controlling operation or operations.

Should the Contractor prepare to begin work at the regular starting time of any day on which inclement weather, or the conditions resulting from the weather, or conditions of the work, prevents the work from beginning at the usual starting time and the crew is dismissed as a result thereof, the Contractor will not be charged for a working day whether or not conditions should change thereafter during said day and the major portion of the day could be considered to be suitable for such construction operations.

The current controlling operation or operations is to be construed to include any feature of the work (e.g., an operation or activity, or a settlement or curing period) considered at the time by the Engineer and the Contractor, which, if delayed or prolonged, will delay the time of completion of the contract.

Determination that a day is a non-working day by reason of inclement weather or conditions resulting immediately therefrom shall be made by the Engineer. The Contractor will be allowed 15 days from the issuance of the Weekly Statement of Working Days in which to file a written protest setting forth in what respect Contractor differs from the Engineer, otherwise the decision of the Engineer shall be deemed to have been accepted by the Contractor as correct. The Engineer will furnish the Contractor a weekly statement showing the number of working days charged the preceding week, the number of working days remaining to complete the contract, and the date for completion thereof.

The Contractor will not be allowed any additional working days for any delay that does not affect the critical path as specified in the Contractor's schedule.

**6-8 COMPLETION, ACCEPTANCE, AND WARRANTY** The following is added to paragraph two (2) of Section 6-8 of the Standard Specifications:

Upon acceptance of the work and upon receipt and approval of the required documents (Record Drawing, Final Agreement of Quantities, Maintenance Bonds, Manufacturer Warranties, etc.) The Engineer will have a Notice of Completion recorded with the Alameda County Recorder's Office. All guarantee periods shall commence on date of said recordation.

The following paragraphs replace paragraph three (3) of Section 6-8 of the Standard Specifications:

**GUARANTEE.** The Contractor guarantees all of the work for one year from the date the City accepts the work. Upon receiving written notice of a need for repairs that are directly attributable to defective materials or workmanship, the Contractor must make good any defects arising or discovered in any part of the work by diligently commencing the necessary repairs within seven (7) days from the date of notice from the City. The guarantee and conditions shall be secured by a Maintenance Bond, as described in Section 2-4.

If the Contractor fails to make good any defects in the work in accordance with this provision, in addition to any other available remedy under the contract or at law or equity, the City may make good or have made good such defects in the work and deduct the cost from amounts that may be due or become due the Contractor, and/or call on the Contractor's Maintenance Bond for the cost of making good such defects and for the City's reasonable legal costs, if any, of recovering against the bond.

Notwithstanding the preceding, the Contractor shall remain responsible for repairing any work found to be defective at its sole cost regardless of when such defect is discovered by the City.

In addition to the Contractor's one-year guarantee, and the Contractor's ongoing obligation to repair any defective work, upon completion of the project and as a condition of acceptance of the project, the Contractor must deliver to the Engineer all written manufacturer warranties from manufacturers and/or subcontractors that guarantee and warrant specific products and installations against defects in materials and workmanship for periods following acceptance of the project. Such manufacturer warranties, if required, shall be so indicated in sections under Part 2 "Construction Materials" of the Special Provisions.

**6-9 LIQUIDATED DAMAGES** Section 6-9 of the Standard Specifications is replaced with the following:

Time is of the essence in the Agreement. By execution of the Agreement, the City and the Contractor (and Subcontractors) agree that it will be difficult or impossible to determine the actual damage that the City will sustain in the event of the Contractor's failure to fully perform the work or to fully perform all of the Contractor's obligations that have accrued pursuant to the agreement by the time for completion. Accordingly, the City and the Contractor agree in accordance with California Government Code Section 53069.85 that the Contractor will forfeit and pay to the City liquidated damages in the sum of **\$250.00 per day** for each and every calendar day completion of the work or performance of all of the Contractor's obligations that have accrued pursuant to the agreement is delayed beyond the time for completion. The City and the Contractor further agree in accordance with California Government Code Section 53069.85 that the liquidated damages sum specified in this provision is not manifestly unreasonable under the circumstances existing at the time the agreement was made, and that the City may deduct liquidated damages sums in accordance with this provision from any payments due or that may become due the Contractor under the agreement.

In addition, the Contractor shall pay the following sums for the associated liquidated damages:

<b>Failure to provide and/or non-compliance to or violation of accepted construction scheduling and/or phasing, per Section 6-1 and 6-2</b>	<b>\$250.00</b>	<b>per each calendar day</b>
<b>Failure to provide and/or non-compliance with accepted Traffic Control Plans per Sections 6-1 and 7-10.3</b>	<b>\$250.00</b>	<b>per each calendar day</b>
<b>Performance of unauthorized work, per Section 2-6</b>	<b>\$100.00</b>	<b>per each incident</b>
<b>Failure to provide adequate Project Site Maintenance 24/7, per Section 7-8</b>	<b>\$100.00</b>	<b>per each calendar day</b>
<b>Storage of equipment and/or materials in public streets, per Section 7-10.2</b>	<b>\$100.00</b>	<b>per each calendar day/incident</b>
<b>Failure to pave within 5 working days of grinding/excavating roadway, per Section 302-5</b>	<b>\$250.00</b>	<b>per each calendar day</b>

Each location, incident, non-compliance situation, and/or violation shall be considered separate occurrences and the resulting payments for damages are cumulative (even if occurred on same day).

**6-10 USE OF IMPROVEMENT DURING CONSTRUCTION** The following paragraphs are added to the provisions of Section 6-10 of the Standard Specifications:

Contractor will not be allowed any compensation due to any delay, hindrance, or inconvenience to Contractor's operations caused by City's decision to take over all or part of any completed facility or appurtenance.

Full compensation for conforming to the requirements in this Section of the Special Provisions shall be considered to be included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

## SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

Contractor's attention is directed to Section 7, "Responsibilities of the Contractor", of the Standard Specifications, except as modified herein.

7-1.2	Temporary Utility Services
7-2.2	Laws
7-2.2.1	Hours Of Labor
7-2.2.2	Prevailing Wage
7-2.2.5	Labor And Non-Discrimination
7-3	Liability Insurance
7-5	Permits
7-6	The Contractor's Representative
7-8	Project Site Maintenance
7-8.1	Cleanup And Dust Control
7-8.1.1	Recycling Of Construction Material
7-8.2	Air Pollution Control
7-8.3	Vermin Control
7-8.4	Sanitation
7-8.5	Temporary Light, Power And Water
7-8.6	Water Pollution Control
7-8.6.1	General
7-8.6.2	Material Storage
7-8.6.3	Dewatering Operations
7-8.6.4	Pavement Saw-Cutting Operations
7-8.6.5	Pavement Operations
7-8.6.6	Concrete Operations
7-8.6.7	Grading And Excavation Operations
7-8.6.8	Spill Prevention And Control
7-8.6.9	Vehicle/Equipment Cleaning
7-8.6.10	Contractor Training And Awareness
7-8.6.11	Good Housekeeping Practices
7-8.6.12	Enforcement
7-8.6.13	Payment
7-8.7	Drainage Control
7-8.8	Sound Control Requirements
7-10	Public Convenience And Safety
7-10.1	Traffic And Access
7-10.1.1	Pedestrian Access
7-10.1.2	Public Notification
7-10.2	Storage Of Equipment And Materials In Public Streets
7-10.2.1	Construction Staging/Stockpile Locations
7-10.3	Street Closures, Detours, And Barricades
7-10.3.1	Restricted Parking
7-10.3.2	Street Closures and Access
7-10.3.3	Traffic Control Plan Requirements
7-10.3.4	Implement Traffic Control
7-10.4	Public Safety
7-10.4.1	Safety Orders
7-10.4.5	Illness and Injury Prevention Program

**7-1.2 TEMPORARY UTILITY SERVICES** The following sections are added to the provisions of Section 7-1.2 of the Standard Specifications:

Contractor shall be allowed use water from the hose bid at the park restroom.

**7-2.2 LAWS** The following sections are added to the provisions of Section 7-2.2 of the Standard Specifications:

**7-2.2.1 HOURS OF LABOR** Eight hours of labor constitutes a legal day's work. The Contractor shall forfeit, as a penalty to the City, \$25.00 for each worker employed in the execution of the contract by the Contractor or any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provision of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day not less than one and one-half times the basic rate of pay, as provided in said Section 1815.

**7-2.2.2 PREVAILING WAGE** The City Council by Resolution No. 77-236 has adopted the general prevailing wage rates determined by the Director of Industrial Relations, State of California, to be part of this contract. The general prevailing wage rates applicable to the County of Alameda are listed in the publication entitled "General Prevailing Wage Rates". This document is hereby made part of this contract by reference. Copies of the current versions of this document are on file in the office of the City Clerk, City Hall, 835 East 14th Street, San Leandro, California.

The City will not recognize any claim for additional compensation because of payment by the Contractor of any wage in excess of the prevailing wage rates set forth in the General Prevailing Wage Rates which is part of this contract. The possibility of wage increases is one element to be considered by the Contractor in determining a bid, and will not under any circumstances be considered as a basis of claim against the City on the contract.

The Contractor shall comply with Labor Code Sections 1774 and 1775. The Contractor shall forfeit, as a penalty, \$50.00 per each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates in violation of the provisions of the Labor Code, and in particular Labor Code Sections 1770 to 1780 inclusive. In addition to said penalty, the difference between such stipulated prevailing wage rates and the amounts paid for each worker paid less than the stipulated prevailing wage rates shall be paid to each of said workers by the Contractor.

**7-2.2.4 PAYROLL RECORDS** The Contractor must comply with Labor Code Section 1776. The Contractor shall also be responsible or compliance by all Subcontractors.

The penalties specified in Subdivision (g) of the Labor Code Section 1776 for noncompliance with the provisions of said Section 1776 may be deducted from any monies due or which may become due to the Contractor.

A copy of all payroll shall be submitted with each progress payment application to the Engineer. Payrolls shall contain the full name, address, and social security number of each employee, their correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made, and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which their name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or its agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished

by the City or on any form with identical wording. The Contractor shall be responsible for submission of copies of payrolls of all subcontractors.

**EFFECT ON PROGRESS PAYMENTS:** If by the 15th of the month, the Contractor has not submitted satisfactory payrolls for all work performed during the monthly period ending on or before the 1st of that month, the City will retain an amount equal to ten percent (10%) of the estimated value of the work performed (exclusive of mobilization) during the month from the next monthly estimate, except that such retention shall not exceed \$10,000 nor be less than \$1,000. Retentions for failure to submit satisfactory payrolls shall be additional to all other retentions provided for in the contract. The retention for a failure to submit payrolls for any monthly period will be released for payment on the monthly estimate for partial payments following the date that all the satisfactory payrolls for which the retentions were made are submitted.

The Contractor and each subcontractor shall preserve their payroll records for a period of 3 years from the date of the acceptance of the project.

**7-2.2.5 LABOR NON-DISCRIMINATION** Contractor shall comply with the Affirmative Action/Non-Discrimination and Equal Employment requirements of the City.

1. During the performance of this contract, Contractor agrees as follows:
  - A. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, handicap, age, or national origin. Contractor will take affirmative action to ensure that applicants for employment are employed, and that employees are treated equally during employment, without regard to their race, color, religion, handicap, sex, sexual orientation, age, or national origin. Such action shall include but not be limited to the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
  - B. Contractor will incorporate the above Affirmative Action/Non-Discrimination provisions in all subcontracts for services covered by this contract.
  - C. Minority and Female-Owned Business Enterprise. In connection with the performance of this contract, Contractor shall comply with the City's current policies as required by State or Federal Law and/or use its best efforts to obtain the maximum utilization of minority and female-owned business enterprises based in San Leandro and ensure that minority and female-owned enterprises based in San Leandro shall have maximum practicable opportunity for subcontractor work under this contract.
  - D. General Employment Provisions Relating to Handicap/Disability Discrimination. No qualified individual with a handicap or disability shall, solely on the basis of such handicap or disability, be subjected to discrimination in employment by Contractor.
  - E. Reports. Contractor shall provide such reports and/or documents to City as reasonably requested demonstrating compliance with the terms hereof.
  - F. Attention is directed to Section 1735 of the Labor Code, which reads as follows:

“No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter.”

If the project is funded by fiscal assistance from another governmental entity, Contractor shall comply with all applicable rules and regulations of such fiscal assistance program incorporated into the Special Provisions.

**7-3 LIABILITY INSURANCE** Section 7-3, "Liability Insurance", of the Standard Specifications is revised to read as follows:

**1. INSURANCE REQUIREMENTS** Before beginning any work under this Agreement, Contractor, at its own expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Contractor shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work for the City. Contractor shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Contractor's bid. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Contractor shall maintain all required insurance listed herein for the duration of this Agreement.

A. Workers' Compensation. Contractor shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident. In the alternative, Contractor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Contractor, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

B. Commercial General and Automobile Liability Insurance.

- 1) **General Requirements:** Contractor, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.
- 2) **Minimum Scope of Coverage:** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

- 3) Additional Requirements: Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:
  - a. The Insurance shall cover an occurrence or on an occurrence basis, and not on a claims-made basis.
  - b. City, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor.
  - c. For any claims related to this Agreement or the work hereunder, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
  - d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

C. Builders Risk Insurance.

None Required.

D. Environmental Insurance.

None Required.

E. All Policies and Requirements.

- 1) Acceptability of Insurers: All Insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 2) Verification of Coverage: Prior to beginning any work under this Agreement, Contractor shall furnish City with complete and legible copies of certificates of insurance evidencing all policies delivered to Contractor by the insurer, including complete copies of all endorsements attached to those policies. All copies of certificates of insurance and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance certificates and endorsements prior to the Contractor beginning work, it shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies and endorsements at any time.
- 3) Deductibles and Self-Insured Retentions: Contractor shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 4) Wasting Policies: No policy required by Section 7.3 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).
- 5) Waiver of Subrogation: Contractor hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Contractor agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation. Also, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Contractor, its employees, agents, and subcontractors.
- 6) Subcontractors: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

F. Remedies. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

**2. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES:** Contractor shall take all responsibility for the work, shall bear all losses and damages directly or indirectly resulting to Contractor, to any subcontractor, to the City, to City officers and employees, or to parties designated by the City on account of the performance or character of the work, unforeseen difficulties, accidents, occurrences, or other causes predicated on active or passive negligence, or the willful misconduct, of the Contractor or of any subcontractor. Contractor shall indemnify, defend, and hold harmless the City, its officers, officials, directors, employees, and agents from and against any or all loss, liability, expense, claim, costs (including costs of defense), suits, and damages of every kind, nature and description directly or indirectly arising from the performance of the work. This paragraph shall not be construed to exempt the City, its employees, and officers from its own fraud, willful injury or sole active negligence. By execution of this agreement, Contractor acknowledges and agrees that Contractor has read and understands the provisions hereof and that this paragraph is a material element of consideration.

Approval of the insurance contracts does not relieve the Contractor or subcontractors from liability under this paragraph.

A. Responsibility for Damage. The Contractor is solely responsible to protect the work, including site security, until project acceptance. The Contractor shall have the charge and care of the work, including materials, whether incorporated into the work or not, and shall bear the risk of injury, loss or damage to any part thereof by the action of the elements, vandalism, theft or any other cause, whether arising from the execution or from the non-execution of the work. The City of San Leandro and all officers and employees thereof connected with the work, including but not limited to the Engineer, shall not be answerable or accountable in any manner for any loss or damage that may happen to the Work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the Work; for injury to or death of any person, either worker or public; or for damage to the Work or any property from any cause that might have been prevented by the Contractor, Contractor's workers, or anyone employed by the Contractor.

B. Contractor Response to Potential Claims. In the event damage or injury to persons or property are suffered by a third party (i.e. not City employees, contractors, consultants, subcontractors, volunteers or Contractor's employees, consultants, subcontractors, or invitees) and such third party contacts the City for recovery or restitution for damages, City shall forward such party and all information received from them to Contractor for response. Contractor shall receive such information, and respond to the injured party within seven (7) calendar days, with a copy of the response to City, which could include but is not limited to including, any settlement, compromise or response plan formulated. If the matter remains unresolved, such that City representatives are contacted by the same aggrieved party, or if Contractor shall have rejected the damage claims,

then City shall take all reasonable steps to respond to the claim, which may include tendering the damage claim to Contractor pursuant to the Contractor's indemnity clause. Failure of Contractor to be responsive to third party damage claims under this provision may be grounds for breach of contract, wherein remedies of such breach may include but are not limited to withholding of progress payments.

- C. Failure to Maintain Insurance. During the term of this agreement and until final completion and acceptance of the work by the City, the Contractor shall maintain in full force and effect insurance coverage in the forms and amounts specified in the Contract and any Special Provisions. If at any time during the performance of this contract, Contractor fails to maintain any item of required insurance in full force and effect, Contractor shall immediately discontinue all work under the contract and the City will withhold all contract payments due or that become due until notice is received by City that such insurance has been restored in full force and effect and that the premiums therefore have been paid for a period satisfactory to the City. Any delay to the work or the project shall be borne by and attributable to the Contractor and its failure to maintain or adhere to these insurance requirements.
  
- D. PERS Benefits. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

**7-5 PERMITS** Contractor's attention is directed to Section 7-5 of the Standard Specifications.

In addition to the requirements of Section 7-5, "Permits", of the Standard Specifications, the following requirements shall also apply:

**CITY PERMITS:** Prior to commencement of work, the Contractor shall obtain all applicable permits from the Building and Safety Services Division of the Community Development Department. Contractor will not be required to pay City permit fees. The following City permits are required:

**NONE**

**OTHER PERMITS:** Contractor shall obtain and pay for State and County permits, and permits from other jurisdictions that may be required for the project. Contractor shall pay fees associated with such permits. The following State, County, or other agency permits are required for this project:

**NONE**

The Contractor shall be compensated for the actual costs of permits (without mark-up) under this section, as a change order, upon submittal of receipts.

The Contractor shall comply with all conditions set forth in permits and agreements, and shall bear the full costs of all expenses incurred in such compliance.

The Contractor's attention is directed to Section 2-11 of these Special Provisions regarding the responsibility for required permit inspections.

The Contractor represents and warrants to City that Contractor, and all Subcontractors have all licenses, permits, certified qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice Contractor's profession. Contractor represents and warrants to City that Contractor

and all Subcontractors shall, at its sole cost and expense, keep in effect at all times during the term of this agreement any licenses, permits, certified qualifications and approvals that are legally required for Contractor to practice its profession.

Failure to submit said documents and/or certifications shall result in delayed acceptance of any associated City project until these documents are submitted. Only certified persons submitted on job site or project shall be shut down.

**CITY BUSINESS LICENSE:** The Contractor and all listed Subcontractors shall submit evidence of a current City of San Leandro Business License in accordance with Section 6-1 of these Special Provisions.

**7-6 THE CONTRACTOR'S REPRESENTATIVE** The following paragraphs are added to Section 7-6 of the Standard Specifications:

**INDEPENDENT CONTRACTOR:** At all times during the term of this agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this agreement.

**CONTRACTOR NO AGENT:** Except as City may specify in writing, Contractor shall have no authority, expressed or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, expressed or implied, pursuant to this agreement to bind City to any obligation whatsoever.

**ASSIGNMENT PROHIBITED:** No party to this agreement may assign any right or obligation pursuant to this agreement. Any attempted or purported assignment of any right or obligation pursuant to this agreement shall be void and of no effect.

**REPRESENTATIVE AT WORK SITE:** The Contractor's Representative shall be present and immediately available to the Engineer at the work site whenever work (INCLUDING THAT OF SUBCONTRACTORS) is in progress or whenever actions of the elements necessitate Contractor's presence to take measures necessary to protect the work, persons, or property, or provide for the public's convenience. The Contractor's representative shall have full authority to act on Contractor's behalf and shall be a competent full-time non-working superintendent or non-working foreman, satisfactory to the Engineer, to supervise and be responsible for all Contractor and/or subcontractor crews and shall not be directly involved in the performance of the work or tasks at hand. Individual crew superintendent/foreman and/or working superintendent/foreman will not be acceptable.

At the City's option, work may be suspended until the Contractor has complied with this paragraph. Contractor shall not be due additional compensation or working days due to non-compliance with this paragraph.

**7-8 WORK SITE MAINTENANCE** The following paragraphs are added to Section 7-8 of the Standard Specifications:

**MAINTENANCE REQUIREMENTS:** All maintenance requirements, including protection from the elements, site security/protection from vandalism, theft or other cause, shall apply continuously (24 hrs./day, 7 days/week) and shall not be limited to normal working days. Adequate personnel and equipment shall be provided daily. Adjacent properties shall be similarly maintained/protected from the Contractor's operations.

Full compensation for compliance with this Section shall be considered to be included in the contract prices paid for the various items of work and no separate compensation will be made therefore.

**The Contractor shall be subject to liquidated damages per Section 6-9, “Liquidated Damages”, of these Special Provisions, for failure to follow the stated directives of this section.**

**7-8.1 GENERAL** The following paragraphs are added to Section 7-8.1 of the Standard Specifications:

The Contractor shall install Stabilized Construction Entrance, In accordance with Standard Plan 606, as needed depending on their method of construction to prevent material deposit on roadways.

All excess material shall become the property of the Contractor to be legally disposed of off City property in accordance with Section 7-8.1.1 below.

**7-8.1.1 RECYCLING OF CONSTRUCTION MATERIAL** The following requirements are added to Section 7-8.1 of the Standard Specifications:

All excess material shall become the property of the Contractor. Such material shall be legally handled, transported, and recycled or disposed of off City property in accordance with Chapter 3-7 of the San Leandro Municipal Code “Construction and Demolition Debris Waste Reduction and Recycling Requirements”

**7-8.1.2 VERMIN CONTROL** The following Section is added to Section 7-8.1 of the Standard Specifications:

At the time of acceptance, structures entirely constructed under the Contract shall be free of rodents, insects, vermin, and pests. Necessary extermination work shall be arranged and paid for by the Contractor as part of the work within the contract time, and shall be performed by a licensed exterminator in accordance with requirements of governing authorities. The Contractor shall be liable for injury to persons or property and responsible for the elimination of offensive odors resulting from extermination operations.

**7-8.1.3 TEMPORARY LIGHT, POWER AND WATER** The following Section is added to Section 7-8.1 of the Standard Specifications:

The Contractor shall furnish, install, maintain, and remove all temporary light, power, and water at its own expense. These include piping, wiring, lamps, and other equipment necessary for the work. The Contractor shall not draw water from any fire hydrant (except to extinguish a fire), without obtaining permission from the water agency concerned.

**7-8.2 AIR POLLUTION CONTROL** Contractor’s attention is directed to Section 7-8.2 of the Standard Specifications:

**7-8.3 NOISE CONTROL** The following Section is added to Section 7-8 of the Standard Specifications:

The noise level from the Contractor’s operations, between the hours of 9:00 p.m. and 6:00 a.m. shall not exceed 89 dBA at a distance of 50 feet. This requirement in no way relieves the Contractor from responsibility for complying with Section 4-1-1115(b) of the San Leandro Municipal Code concerning construction-related noise near residences.

Said noise level requirement shall apply to all equipment on the job or related to the job, including, but not limited to, trucks, transit mixers, or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings, except those required by safety laws for the protection of personnel.

**7-8.4 STORAGE OF EQUIPMENT AND MATERIALS** Storage and exposure of raw material, by-products, finished products, and containers shall be controlled as described below:

All construction materials shall be stored at least ten feet away from inlets, catch basins, and curb returns. The Contractor shall not allow any material to enter the storm drain system. At the end of each working day, the Contractor shall collect and dispose of all scrap, debris, and waste material.

During wet weather or when rain is in forecast, the Contractor shall store materials that can contaminate rainwater or be transported by storm water or other runoff to the storm drain system inside a building or cover them with a tarp or other waterproof material secured with weighted tires or sandbags to prevent contact with rain.

The Contractor's attention is directed to Section 7-10.2 of these Special Provisions regarding storage of materials in public streets.

The Contractor is reminded that storage and disposal of all hazardous materials such as paints, thinners, solvents, and fuel; and all hazardous wastes such as waste oil must meet all federal, state, and local standards and requirements.

**7-8.5 SANITARY SEWERS** The following is added to Section 7-8.5 of the Standard Specifications:

Contractor is also required to comply with Section 5-2 of these Special Provisions regarding any interruption of sanitary sewer services.

**7-8.6 WATER POLLUTION CONTROL** The following paragraphs are added to Section 7-8.6 of the Standard Specifications:

**7-8.6.1 GENERAL** The intent of these requirements is to enforce federal, state, and other local agency regulations that prohibit storm water pollution at construction sites. Storm drains discharge directly to creeks and the San Francisco Bay without treatment, and therefore, discharge of pollutants (i.e., any substance, material, or waste other than uncontaminated storm water) into the storm drain system is strictly prohibited.

The Contractor's attention is directed to Section 7-8.6.4.9 of these Special Provisions.

In this section, the term "storm drain system" shall include storm water conduits, storm drain inlets and other storm drain structures, street gutters, channels, watercourses, creeks, lakes, and the San Francisco Bay.

For the purpose of eliminating storm water pollution, the Contractor shall implement effective control measures at construction sites. There are several publications that provide guidance on selecting and implementing effective control measures known as Best Management Practices (BMPs). BMPs include schedules of activities, prohibition of practices, general good housekeeping practices, operational practices, pollution prevention practices, maintenance procedures, and other management procedures to prevent the discharge of pollutants directly or indirectly to the storm drain system. BMPs also include the construction of some facilities that may be required to prevent, control, and abate storm water pollution.

**7-8.6.4 DEWATERING OPERATIONS** Prior to discharging into the storm drain system, all rainwater and groundwater removed from the Work site shall be de-silted through filtering materials and methods meeting the Association of Bay Area Governments (ABAG) Standards for Erosion and Sediment Control Measures and/or through methods and procedures described in the California Storm Water Best Management Practice Handbook—Construction Activity (latest edition).

The Contractor shall reuse the water for other needs, such as dust control and irrigation, to the maximum extent practicable.

**7-8.6.4.1 PAVEMENT SAW-CUTTING OPERATIONS** The Contractor shall prevent any saw-cutting debris from entering the storm drain system. The Contractor, preferably, shall use dry cutting techniques and sweep up residue. If wet methods are used, the Contractor shall vacuum slurry as cutting proceeds or collect all wastewater by constructing a sandbag sediment barrier. The bermed area shall be of adequate size to collect all wastewater and solids. The Contractor shall allow collected water to evaporate if the wastewater volume is minimal and if maintaining the ponding area does not interfere with public use of the street area or create a safety hazard. If approved by the Engineer, the Contractor may direct or pump saw-cutting wastewater to a dirt area and allow to infiltrate. The dirt area shall be adequate to contain all the wastewater. After wastewater has infiltrated, all remaining saw-cutting residue must be removed and disposed of properly. With the approval of the Engineer, de-silted water may be pumped to the sanitary sewer to assist in the evaporation or infiltration process. Remaining silt and debris from the ponding or bermed area shall be removed or vacuumed and disposed of properly. If a suitable dirt area is not available or discharge to the sanitary sewer is not feasible, with the approval of the Engineer, the Contractor shall filter the saw-cutting wastewater through filtering materials and methods meeting ABAG Standards for Erosion and Sediment Control Measures (latest edition) before discharging to the storm drain.

**7-8.6.4.2 PAVEMENT OPERATIONS** The Contractor shall prevent the discharge of pollutants from paving operations by using measures to prevent run-on and runoff pollution, properly disposing of wastes, and by implementing and following Best Management Practices:

No paving or street sealing during wet weather.

Store materials as required under Sections 7-8.4 and 7-10.2 of these Special Provisions

Cover inlets and manholes when applying asphalt, seal coat, tack coat, slurry seal, fog seal, etc.

Place drip pans or absorbent materials under paving equipment when not in use. During wet weather, store contaminated paving equipment indoors or cover with tarp or other waterproof covering.

Sweep site daily to prevent sand, gravel, or excess asphalt from entering or being transported by rain into the storm drain system.

Keep ample supplies of drip pans or absorbent materials on-site.

If paving involves Portland cement concrete, refer to Section 7-8.6.4.3 of these Special Provisions.

**7-8.6.4.3 CONCRETE OPERATIONS** The Contractor shall prevent the discharge of pollutants from concrete operations by using measures to prevent run-on and runoff pollution, properly disposing of wastes, and by implementing and following Best Management Practices:

Store all materials in waterproof containers or under cover away from drain inlets or drainage areas.

Avoid mixing excess amounts of Portland cement materials.

Do not wash out concrete trucks into storm drains, open ditches, streets, streams, etc. Whenever possible, perform washout of concrete trucks offsite where discharge is controlled and not permitted to discharge to the storm drain system. For onsite washout:

Locate washout area at least 50 feet from storm drains, open ditches, or other water bodies, preferably in a dirt area. Prevent runoff from this area by constructing a temporary pit or bermed area large enough for the liquid and solid waste.

Wash out concrete wastes into the temporary pit where the concrete can set, be broken up, and then be disposed of properly. If the volume of water is greater than what will allow concrete to set, allow the wash water to infiltrate and/or evaporate, if possible. Otherwise, allow water to settle, filter it, and then pump it to the sanitary sewer with approval from the Engineer. Remove or vacuum the remaining silt and debris from the ponding or bermed area and dispose of it properly.

Dispose of wastewater from washing of exposed aggregate to dirt area. The dirt area shall be adequate to contain all the wastewater, and once the wastewater has infiltrated, any remaining residue must be removed. If a suitable dirt area is not available, then the Contractor shall filter the wash water through straw bales or other filtering materials meeting ABAG Standards for Erosion and Sediment Control Measures before discharging to the sanitary sewer with approval from the Engineer.

Collect and return sweepings from exposed aggregate concrete to a stockpile or dispose of the waste in a trash container.

**7-8.6.4.4 GRADING AND EXCAVATION OPERATIONS** The Contractor shall take all reasonable and adequate measures to protect the Work and shall exercise sound engineering and construction practices in the conduct of the Work and shall implement sedimentation and erosion control measures to prevent sediments or excavated material from entering the storm drain system. The Work site shall be maintained to facilitate continual drainage avoiding impoundment, ponding or puddling of storm runoff, preventing any damage to excavations, subgrade, or materials incorporated into the Work. Any impounded water shall be immediately pumped from the site in accordance with the following. The Contractor is solely responsible for repairs or replacement for any damage caused by his failure for compliance to this section, including negative impacts to adjacent property.

The erosion and sedimentation control materials and methods shall be in accordance with ABAG Standards for Erosion and Sediment Control Measures and/or the procedures and methods described in the California Storm Water Best Management Practice Handbook—Construction Activity (latest edition).

At a minimum, the Contractor shall install filter materials (such as sandbags, filter fabric, etc.) at the storm drain inlet(s) located in and downstream of the project site between October 15 and April 15, and when rain is forecast within 24 hours. The Contractor shall install filter materials or seal all surface inlet openings during the dry season if there is potential for sediment or excavated material to be discharged to the storm drain system during the construction operation (e.g., sediments and debris tracked by construction vehicles, windblown, or transported by other runoff). The storm drain inlets shall be sealed in such a manner that they can be opened in an emergency and unblocked at the end of each working day so that no property is damaged as a result of accidents or other overflows.

Sedimentation and erosion control/filter materials shall be placed in a manner that will prevent any debris or sediment from flowing into the storm drain system. Said materials or control devices shall also be maintained and/or replaced as necessary to ensure effective sediment control and prevent flooding.

**7-8.6.4.5 SPILL PREVENTION AND CONTROL** The Contractor shall take any and all precautions to prevent accidental spills during the work under this contract. However, in the event of a spill:

The Contractor shall immediately contain and prevent leaks and spills from entering the storm drain system, and properly clean up and dispose of the waste and clean up materials. If waste is hazardous, the Contractor shall comply with all federal, state, and local hazardous waste requirements.

The Contractor shall not wash any spilled material into the streets, gutters, storm drains, or creeks.

The Contractor shall report any hazardous materials spills immediately to the San Leandro Fire Department, the Alameda County Hazardous Materials Division, and other state and local agencies as required by state and local regulations.

**7-8.6.4.6 VEHICLE/EQUIPMENT CLEANING** The Contractor shall not perform vehicle or equipment cleaning on-site or in the street using soaps, solvents, de-greasers, steam cleaning equipment, or equivalent methods. The Contractor shall perform vehicle or equipment cleaning with water only in a designated, bermed area that will not allow rinse water to run offsite or into the storm drain system. The rinse water shall be permitted to infiltrate into a dirt area or shall be discharged to the sanitary sewer with the approval of the Engineer.

The Contractor shall dispose of wash water from the cleaning of water based paint equipment and tools in the sanitary sewer.

If using oil based paint, to the maximum extent practicable, the Contractor shall filter the paint thinner and solvents for reuse, and dispose of the waste thinner, solvent, and sludge from cleaning of equipment and tools as hazardous waste.

**7-8.6.4.7 CONTRACTOR TRAINING AND AWARENESS** The Contractor shall train all employees on the water pollution prevention requirements contained in these specifications. The Contractor shall inform all subcontractors of the water pollution prevention contract requirements and include appropriate subcontract provisions to ensure that these requirements are met.

**7-8.6.4.8 GOOD HOUSEKEEPING PRACTICES** The Contractor shall implement the following applicable good housekeeping practices:

Store materials that have the potential to be transported to the storm drain system, by storm runoff or by a spill, under cover in a contained area or in sealed waterproof containers.

Use tarps on the ground to collect fallen debris or splatters that could contribute to storm water pollution.

Secure opened bags of cement and of other light or powdered materials that can be transported by wind.

Pick up litter, construction debris, and other wastes daily from outside areas including the sidewalk area, gutter, street pavement, and storm drains impacted by the project. All wastes shall be stored in covered containers or disposed of or recycled immediately.

Dispose of wash water to the sanitary sewer with the approval of the Engineer or recycle wash water. Refer to Section 7-8.6.4.6 of these Special Provisions.

Inspect vehicles and equipment arriving on-site for leaking fluids, and promptly repair leaking vehicles and equipment. Use drip pans to catch leaks until repairs are made.

Avoid spills by handling materials carefully. Keep a stockpile of spill materials, such as rags or absorbents, readily accessible onsite. Clean up all spills immediately to prevent any material from being discharged to the storm drain system. Refer to Section 7-8.6.4.5 of these Special Provisions.

Train employees regularly on good housekeeping practices and BMPs. Assign responsibility to specific employees on BMPs, good housekeeping practices, and what to do in the event of a spill. Refer to 7-8.6.4.7 of these Special Provisions.

Maintain and replace all sediment and water pollution control devices as necessary to ensure that said controls are working effectively (e.g., inspect all sediment ponds or sandbag sedimentation/filtering

systems after each rain, and remove accumulated sediment and debris, and replace or repair damaged sandbags immediately).

**7-8.6.4.9 DRAINAGE CONTROL** The Contractor shall maintain drainage within and through the Work areas. Earth dams will not be permitted in paved areas. Temporary dams of sandbags, asphaltic concrete, or other acceptable material will be permitted when necessary. Such dams shall be removed from the site as soon as their use is no longer necessary. Any impounded water shall be immediately pumped from the site. The Contractor is solely responsible for repairs or replacement for any damage caused by his failure for compliance to this Section.

The Contractor's attention is directed to Section 7-8.6.4.4 of these Special Provisions.

**7-8.6.5.1 ENFORCEMENT** The City has the authority, through various sections of the San Leandro Municipal Code, to enforce any portion of this Section. City enforcement may include, but is not limited to: citations, orders to abate, bills for City cleanup costs and administration, civil suits, and criminal charges. Enforcement action by the City does not void or suspend any enforcement actions by other agencies.

**7-8.6.5 PAYMENT** Unless a separate pay item is provided in the bid schedule, full compensation for compliance with this Section shall be considered to be included in the contract prices paid for various items of work and no separate compensation will be made therefore.

**The Contractor shall be subject to liquidated damages per Section 6-9, "Liquidated Damages", of these Special Provisions for failure to follow the stated directives of this Section.**

## **7-10 PUBLIC CONVENIENCE AND SAFETY**

**7-10.1 TRAFFIC AND ACCESS** The Contractor's attention is directed to Standard Plan 610 showing truck routes in the City of San Leandro.

**7-10.1.1 PEDESTRIAN ACCESS** The park will be closed to pedestrian traffic during construction. Contractor shall install warning signage construction fencing per section 215-2 to close the park for construction activities. Sidewalk along Bancroft Avenue and on school district property shall remain open at all times during construction.

Full compensation for compliance with this section shall be considered to be included in the contract price for traffic control and no separate payment will be made therefore. When the contract does not include a contract pay item for traffic control, full compensation for compliance with this section shall be considered to be included in the prices for the various contract items of work involved and no additional compensation will be allowed therefore.

**7-10.1.2 PUBLIC NOTIFICATION** The Contractor shall post signs that the park will closed for construction 2 weeks in advance and secure work area with temporary plastic fencing during construction. Contractor shall re-notify public immediately upon any cancellation or revision in schedule, including changes caused by inclement weather.

Full compensation for conforming to the requirements of this section shall be considered to be included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

**7-10.2 STORAGE OF EQUIPMENT AND MATERIALS IN PUBLIC STREETS** Construction materials shall not be stored in streets, roads, highways, or on public property; except in the staging areas

specifically designated on the plans. All materials shall be stored in accordance with Section 7-8.4 of these Special Provisions.

Construction equipment shall not be stored at the work site except during its actual use on the work. Excavated material shall not be stored in public streets unless otherwise permitted. All excess material shall be removed immediately from the site.

Full compensation for conforming to the requirements of this section shall be considered to be included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

**7-10.2.1 CONSTRUCTION STAGING/STOCKPILE LOCATION:**

Contractor staging area shall be within the existing parking lot while the park is closed.

If additional space is needed, the Contractor shall secure for use during the duration of the project, property equipment storage for stockpiling materials and other construction related activities. The Contractor shall submit a letter indicating the staging area location, the property owner's name, address, and phone number, and the owner's signed consent for the use of the property for the duration of the project. Prior to property owner granting permission for occupancy, a Use Permit indicating proper zoning shall be obtained from the City's Community Development Department, Planning Division in accordance with Section 7-5 of these Special Provisions. Contractor shall be subject to trespassing laws for non compliance to these provisions.

**7-10.3 STREET CLOSURES, DETOURS, AND BARRICADES** The following paragraphs are added to Section 7-10.3 of the Standard Specifications:

**7-10.3.1 RESTRICTED PARKING** The Contractor may establish “No Parking” zones contiguous to the work area by posting signs supplied by the City as follows:

- Only City signs, marked with broad tip marker pen.
- Signs shall be placed at less than 100-foot spacings.
- Signs shall be placed a minimum of 72 hours, and a maximum of 96 hours, in advance of the required restriction period.
- Signs shall be accurately dated **ONLY** for the actual duration of the specific task(s) at hand.
- Signs shall be placed **ONLY** along frontages directly affected by the work or as required for public safety.
- Signs shall be re-posted/re-dated immediately due to revisions of schedule, including changes caused by inclement weather.
- Signs and barricades shall be removed immediately upon expiration of the dated duration of the work.

The City will enforce parking restrictions **ONLY** when the Contractor has properly posted the signs and has notified the Engineer a minimum of 72 hours in advance of the requested restriction period.

**7-10.3.2 STREET CLOSURES AND ACCESS**

**No street closures are allowed on this project. Project access shall be from the Toyon Park parking lot. No construction vehicles are allowed in the adjacent San**

**Parking lot shall remain open to the public except for the designated staging area shown on the plans.**

Access for local residents and businesses and all private property shall be maintained at all times. The Contractor shall furnish and maintain all signs, lights, barricades, and flaggers necessary as determined by the Engineer.

**7-10.3.3 TRAFFIC CONTROL PLAN REQUIREMENTS** The Contractor shall submit Traffic Control Plan(s) conforming to the 2012 California Manual on Uniform Traffic Control Devices for Streets and Highways (2012 CA MUTCD), and the requirements of these Special Provisions for acceptance by the Engineer. The submittal of Traffic Control Plans shall conform to the requirements of Section 2.5.3, “Submittals”.

A detailed traffic control plan is required for work being performed on a roadway listed in the City’s Standard Plans No. 608A, B and C, or if required in a lane closure chart. If a roadway is not listed, a formal plan submittal is not required; however, all temporary traffic controls must conform to all other requirements of this section.

Unless otherwise provided for in the specifications, the Contractor shall provide:

- A minimum of one paved traffic lane, which shall not be less than ten (10) feet in width for use by public traffic unless otherwise approved by the Engineer.

- All work shall be phased to allow adequate parking within 1,000 feet of each residential unit, each industrial unit, and each commercial unit.
- All work on arterial and collector streets and streets with industrial and commercial uses shall be phased longitudinally (1/2 street closed at a time).
- No two adjacent streets shall be closed or parking restricted at the same time.

Except as otherwise provided in the lane closure chart(s):

- No work that interferes with public traffic on collector and arterial roadways shall be performed between the hours of 6:00 a.m. to 9:00 a.m., nor between 3:00 p.m. and 6:00 p.m., unless approved by the Engineer.
- The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays, and designated legal holidays; after 3:00 p.m. on Fridays, and the day proceeding designated legal holidays; and when construction operations are not actively in progress, unless approved by the Engineer.

**7-10.3.4 IMPLEMENT TRAFFIC CONTROL** The Contractor shall notify the San Leandro Police Department (510) 577-3208, Alameda County Fire Department (510) 670-5858, Paramedics Plus (510) 746-5700, and, if applicable, A. C. Transit (510) 891-4901, daily of closures, detours, etc.

The Contractors attention is directed to City Standard Plan 610 for the City of San Leandro Truck Route Map.

The Contractor shall furnish and maintain all signs, lights, barricades, and flaggers necessary as determined by the Engineer. Flaggers shall be trained in the proper fundamentals of flagging traffic before being assigned as flaggers and shall perform their duties in accordance with the 2012 CA MUTCD and shall be so certified in accordance with California Code of Regulations (CCR), Title 8, Section 1599.

Traffic control devices shall conform to the 2012 CA MUTCD. Any signs or other protective devices furnished and erected by the Contractor, as above provided, shall not obscure the visibility of, nor conflict in intent, meaning, and function of either existing signs, lights, and traffic control devices for which furnishing of or payment for, is provided elsewhere in the specifications. Signs furnished and erected by the Contractor at Contractor's expense shall be approved by the Engineer as to size, wording, and location. All signs and traffic control devices shall be removed immediately upon completion, and any improvements restored to their original conditions.

Construction equipment shall enter and leave the construction area in the direction of public traffic. All movements of workers and construction equipment on or across lanes open to public traffic shall be performed in a manner that will not endanger the public.

When traffic cones or delineators are used to delineate a temporary edge of traffic lane, the line of cones or delineators shall be considered to be the edge of traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than ten (10) feet without written approval from the Engineer. The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When work is not in progress on a trench or other excavation that requires a lane closure, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not less than the spacing used for the lane closures.

All barricades shall have operating warning lights. Barricades shall be placed twenty (20) feet center-to-center maximum.

If a hazardous condition is observed and the City notifies the Contractor either directly or by telephone, the Contractor shall correct the condition immediately. If the Contractor fails to correct the hazardous condition immediately, the City reserves the right to install or have installed the necessary traffic control devices. The cost involved shall be deducted from any money due or to become due to the Contractor.

Full compensation for compliance with this section shall be considered as included in the contract price paid for traffic control and/or construction area signs and no separate payment will be made therefore. When the contract does not include a contract pay item for traffic control, and/or construction area signs, full compensation for any necessary traffic control and/or construction area signs shall be considered as included in the prices for the various contract items of work involved and no additional compensation will be allowed therefore.

**Failure to provide a Traffic Control Plan prior to commencing work or failure to adhere to the accepted Traffic Control Plan shall subject Contractor to liquidated damages in accordance with Section 6-9, “Liquidated Damages”, of these Special Provisions.**

**7-10.4 PUBLIC SAFETY** In addition to the requirements of Section 7-10.4 of the Standard Specifications, the following shall also be required of the Contractor:

It is the Contractor’s responsibility to provide for the safety of traffic and the public.

Whenever the Contractor’s operations create a condition hazardous to traffic or to the public, Contractor shall, at its sole expense, furnish, erect, and maintain such fences, temporary railing, barricades, lights, signs, and other devices, and take such other protective measures as are necessary to prevent accidents, damage, or injury to the public. Such fences, temporary railing, barricades, lights, signs, and other devices furnished, erected, and maintained by the Contractor, at Contractor’s expense, are in addition to any construction area traffic control devices for which payment is provided for elsewhere in the Specifications.

In addition to any other measure taken by the Contractor pursuant to the provisions of this section, the Contractor shall install temporary railing (Type K) between any lanes carrying public traffic and any excavation, obstacle, or storage area when the following conditions exist:

1. Excavations. Any excavation the near edge of which is six feet (6’) or less from the edge of the lane, except:
  - A. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry to traffic or the public;
  - B. Excavations less than six inches (6”) in depth;
  - C. Trenches less than one foot (1’) wide for irrigation pipe or electrical conduit or other pipelines less than one foot (1’) in diameter;
  - D. Excavations parallel to the lane for the purpose of pavement widening or reconstruction open for less than seven (7) calendar days;
  - E. Excavations in side slopes, where the slope is 4:1 (Horizontal:Vertical) or flatter;
  - F. Excavations protected by existing barrier or railing.
2. Temporarily Unprotected Permanent Obstacles. Whenever the work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective

railing, and the Contractor elects to install the obstacle prior to installing the protective system; or whenever the Contractor, for Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.

3. Storage Areas. Whenever material or equipment is stored within 12 feet (12') of the lane and such storage is not otherwise prohibited by the specifications.

**7-10.4.1 SAFETY ORDERS** The following paragraph is added to Section 7-10.4.1 of the Standard Specifications:

Notwithstanding any provisions of the Standard Specifications and the Special Provisions, the Contractor shall be solely responsible for conditions at the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and will not be limited to normal working hours. Safety and sanitary provisions shall conform to applicable Federal, State, County, and local laws, regulations, ordinances, standards, and codes. Where any of these are in conflict, the more stringent requirement shall be followed.

**7-10.4.5 INJURY AND ILLNESS PREVENTION PROGRAM** The following section is added to the Standard Specifications:

To the fullest extent legally required and applicable, Contractor shall have an Injury and Illness Prevention Program (IIPP) that conforms to all applicable federal, state and local laws, and shall provide a copy of its current version to the City upon request.

## SECTION 8 - FACILITIES FOR AGENCY PERSONNEL

Contractor's attention is directed to Section 8, "Facilities for Agency Personnel", of the Standard Specifications.

### 8-1 General

**8-1 GENERAL** The following paragraph is added to Section 8-1 of the Standard Specifications:

The Engineer must be given full access to any Contractor-provided facilities located on the project site at all times. The Contractor has no expectation of privacy with respect to these facilities.

## **SECTION 9 - MEASUREMENT AND PAYMENT**

Contractor's attention is directed to Section 9, "Measurement and Payment", of the Standard Specifications.

9-1	Measurement of Quantities for Unit Price Work
9-3	Payments
9-3.1	General
9-3.2	Partial And Final Payment
9-3.3	Delivered Materials
9-3.4	Mobilization
9-3.5	Audit And Examination Of Records
9-4	False Claims Act Certification

### **9-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK**

The following section is added to Section 9-1 of the Standard Specifications:

#### **9-1.5 FINAL PAY QUANTITIES**

Payment equal to the total price in the Contract Price Schedule for final pay items will be the total payment made for the work described in the plans and specifications, regardless of whether or not the quantity of the actual work equals the estimated quantity in the contract price schedule. The total payment will be adjusted either upward or downward by the product of the unit price and the change in quantity of the item if the Engineer orders a change in the dimensions of the work.

### **9-3 PAYMENTS**

#### **9-3.1 GENERAL**

##### **PARAGRAPH 8 OF SECTION 9-3.1 IS REVISED AS FOLLOWS:**

All guarantee periods shall commence on the date the Notice of Completion is recorded with the Alameda County Recorder's Office.

Paragraph 10 of Section 9-3.1 is revised as follows:

At the expiration of 35 days from the date of recordation of the Notice of Completion by City, or within the time period specified in Public Contracts Code Section 7107, the amount deducted from the final estimate and retained by the City will be paid to the Contractor, except such amounts as are required by law to be withheld by properly executed and filed notices to stop payment, or as may be authorized by the contract to be further retained.

**9-3.2 PARTIAL AND FINAL PAYMENT** The following paragraphs are added to Section 9-3.2 of the Standard Specifications:

**PARTIAL PAYMENT:** No payments shall be required to be made when, in the judgment of the Engineer, the:

- Work is not proceeding in accordance with the provisions of the contract, updated construction schedules, and traffic control plans;
- Updated record drawings are not provided with the application for payment;

- Contractor or subcontractors have not provided proof of valid City of San Leandro Business Licenses;
- Certified Payrolls are not provided per Section 7-2.2.4;
- Total value for the work done since the last payment amounts to less than \$1,000;
- Contractor has not submitted a request for payment.

The City shall retain 5% of project payments until such time as it can be released per section 9-3.1 above.

**FINAL PAYMENT:** After acceptance by the Engineer, pursuant to Section 6-8 of the Standard Specifications, the City shall prepare a proposed Final Agreement of Quantities for the total amount payable to the Contractor, including therein an itemization of said amount, segregated as to contract item quantities, extra work, and any other basis for payment. All prior payments shall be subject to correction in the proposed Final Agreement of Quantities. Within thirty (30) days after said proposed Final Agreement of Quantities has been submitted to Contractor, the Contractor shall submit to the Engineer the written approval of said proposed Final Agreement of Quantities or a written statement of all claims Contractor has arising under or by virtue of the contract. No claim will be considered that was not included in said written statement of claims, nor will any claim be allowed for which a notice or protest is required under the provisions of the contract, unless the Contractor has complied with the notice or protest requirements in said contract.

Thirty-five (35) days after the recordation of the Notice of Completion, the City will pay the entire sum found due based on the proposed Final Agreement of Quantities submitted to the Contractor. Such Final Agreement of Quantities and payment thereon shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefore.

If the Contractor within said period of thirty (30) days files claims, the Engineer will issue a semifinal estimate in accordance with the proposed Final Agreement of Quantities submitted to the Contractor and pay the sum so found to be due. Such semifinal estimate and payment thereon shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefore, except insofar as affected by the claims filed within the time and in the manner required.

The claims filed by the Contractor shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of said claims. The Engineer will consider and determine the Contractor's claims and it will be the responsibility of the Contractor to furnish within a reasonable time such further information and details as may be required by the Engineer to determine the facts or contentions involved in the claims. Failure to submit such information and details will be sufficient cause for denying the claims.

The Engineer will make the final determination of any claims that remain in dispute after completion of claim review and make a written recommendation thereon. The Contractor may meet with the Engineer to make a presentation in support of such claims. If any claims remain in dispute, they shall be handled in accordance with Section 3-5, "Disputed Work".

**9-3.3 DELIVERED MATERIALS** Section 9-3.3 of the Standard Specification is replaced as follows:

The cost of materials and equipment purchased and not incorporated into the work shall NOT be reimbursed.

**9-3.4 MOBILIZATION** The following paragraphs are added to Section 9-3.4 of the Standard Specifications.

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings, and other facilities necessary for work on the project; and for all other work and operations that must be performed or costs incurred prior to beginning work on the various contract items on the project site.

When the contract has a lump sum price paid for mobilization, it shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in mobilization as specified above. Partial payments for mobilization shall be made as follows:

1. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is 5 percent (5%) or more of the original contract amount, 50 percent (50%) of the contract item price for mobilization or 5 percent (5%) of the original contract amount, whichever is the lesser, will be included in said estimate for payment.
2. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is 10 percent (10%) or more of the original contract amount, the total amount earned for mobilization shall be 75 percent (75%) of the contract item price for mobilization, or 7.5 percent (7.5%) of the original contract amount, whichever is lesser, and said amount will be included in said estimate for payment.
3. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is 20 percent (20%) or more of the original contract amount, the total amount earned for mobilization shall be 95 percent (95%) of the contract item price for mobilization, or 9.5 percent (9.5%) of the original contract amount, whichever is the lesser, and said amount will be included in said estimate for payment.
4. When the monthly partial payment estimate of the amount earned, not including the amount earned for mobilization, is 50 percent (50%) or more of the original contract amount, the total amount earned for mobilization shall be 100 percent (100%) of the contract item price for mobilization, or 10 percent (10%) of the original contract amount, whichever is lesser, and said amount will be included in said estimate for payment.
5. After acceptance of the contract pursuant to Section 6-8 of the Standard Specifications, the amount, if any, of the contract item price for mobilization in excess of 10 percent (10%) of the original contract amount will be included for payment in accordance with said Section 9-3.2 of the Special Provisions.
6. When the contract does not include a contract pay item for mobilization, full compensation for any necessary mobilization required shall be considered to be included in the prices for the various contract items of work involved and no additional compensation will be allowed therefore.

**9-3.5 AUDIT AND EXAMINATION OF RECORDS** The City may examine and audit at no additional cost to the City all books, estimates, records, contracts, documents, bid documents, bid cost data, subcontract job cost reports, and other project-related data of the Contractor, subcontractors engaged in performance of the work, and suppliers providing supplies, equipment, and other materials required for the work, including computations and projections related to bidding, negotiating, pricing, or performing the work or contract modifications and other materials concerning the work, including, but not limited to, Contractor daily logs, in order to evaluate the accuracy, completeness, and currency of cost, pricing, scheduling, and any other project related data. The Contractor will make available all such project-related data during regular business hours for examination, audit, or reproduction at the Contractor's business office at or near the work site, and at any other location where such project-related data may be kept until

three (3) years after final payment under the agreement. Pursuant to California Government Code Section 8546.7, if the amount of public funds to be expended is in excess of \$10,000, this agreement shall be subject to the examination and audit of the State Auditor, at the request of the City, or as part of any audit of the City, for a period of three (3) years after final payment under the agreement.

**9-4 FALSE CLAIMS ACT CERTIFICATION** All requests for payment submitted by the Contractor, and any claim for additional compensation must be accompanied by the following declaration:

“I, \_\_\_\_\_, being the \_\_\_\_\_ of \_\_\_\_\_ (Contractor), declare under penalty of perjury under the laws of the State of California, and do personally certify and attest that: I have thoroughly reviewed the attached request for payment and know its contents, and said request for payment is made in good faith; that it is supported by truthful and accurate data; that the amount requested and accurately reflects the allowable expenses that were incurred; and further, that I am familiar with California Penal Code Section 72 and California Government Code Section 12650, et seq., pertaining to false claims, and further know and understand that submission or certification of a false claim may lead to fines, imprisonment, or other severe legal consequences.”

## **PART 2 - CONSTRUCTION MATERIALS**

Materials for all work performed on public property in the City of San Leandro shall conform with the Standard Specifications for Public Works Construction, the "GREENBOOK", the 2006 edition and 2008 supplements thereto, adopted by the Southern California Chapter of the American Public Works Association; and Sections 82, 84, 85, and 86 of the 2010 edition of California Department of Transportation (Caltrans) Standard Specifications; the 2012 California Manual of Uniform Traffic Control Devices (MUTCD) and the Special Provisions (Technical Specifications) thereto adopted by the Engineer as follows:

All work within the public Right-of-Way or on public property of the City of San Leandro shall be performed under auspices of either improvement drawings signed and approved by the Engineer or a valid encroachment permit.

Contractor's attention is directed to Section 2, "Construction Materials", of the Standard Specifications, except as modified herein:

Section 200	Rock Materials
Section 201	Concrete Materials
Section 203	Bituminous Materials
Section 207	Pipe
Section 211	Soils and Aggregate Tests
Section 212	Landscape and Irrigation Materials
Section 215	Signage and Traffic Control

## SECTION 200 – ROCK MATERIALS

**200-2 UNTREATED BASE MATERIALS** Untreated base materials shall conform to the provisions of Section 200-2 “Untreated Base Materials,” of the Standard Specifications and these Special Provisions.

**200-2.2 Crushed Aggregate Base.** Crushed aggregate base (CAB) shall conform to the provisions of Section 200-2.2, “Crushed Aggregate Base,” of the Standard Specifications and these Special Provisions.

**200-2.2.1 General.** The following is added to section 200-2.2.1 “General” of the Standard Specifications: Material shall conform with this section or with Section 26-1.02A, Class 2 Aggregate Base, of the Caltrans Standard Specifications.

**200-2.2.3 Quality Requirements.** The following modification is made to section 200-2.2.3 “Quality Requirements” of the Standard Specifications: The percentage wear test shall be waived. R-value shall be 78 minimum. Sand Equivalent shall be 30 minimum.

**200-2.4 Crushed Miscellaneous Base.** Crushed miscellaneous base (CMB) shall conform to the provisions of Section 200-2.4 “Crushed Miscellaneous Base,” of the Standard Specifications and these Special Provisions.

**200-2.4.1 General.** The following is added to section 200-2.4.1 “General” of the Standard Specifications: Material shall conform with this section or with Section 25-1.02A, of the Caltrans Standard Specifications; material defined as coarse shall conform with class 1, material defined as fine shall conform with class 2.

**200-2.4.3 Quality Requirements.** The following modification is made to section 200-2.4.3 “Quality Requirements” of the Standard Specifications: The percentage wear test shall be waived. R-value shall be 60 minimum. Sand Equivalent shall be 25 minimum.

**200-2.9 AC Grindings.** AC grindings to be used as aggregate base must pass through the 2” sieve. The material shall be free of any detrimental quantity of deleterious material as specified in 200-1.1.

## SECTION 201 – CONCRETE, MORTAR AND RELATED MATERIALS

**201-1 PORTLAND CEMENT CONCRETE** Portland cement concrete shall conform to the provisions of Section 201-1, “Portland Cement Concrete,” of the Standard Specifications and these Special Provisions.

## SECTION 203 BITUMINOUS MATERIALS

**203-5 EMULSION AGGREGATE SLURRY.** Emulsified asphalt shall conform to the provisions of Section 203-5, “Emulsion Aggregate Slurry,” of the Standard Specifications and these Special Provisions.

**203-5.1 General.** The following is added to section 203-5.1 of the Standard Specifications:

**FOG SEAL** Fog seal shall be emulsion aggregate slurry type SS1h with one part water added to one part emulsified asphalt.

**TACK COAT** Tack coat shall be emulsion aggregate slurry type SS1h with no water added.

**203-6 ASPHALT CONCRETE.** Asphalt concrete shall conform to the provisions of Section 203-6, “Asphalt Concrete,” of the Standard Specifications and these Special Provisions.

**203-6.1 General.** The following is added to section 203-6.1 of the Standard Specifications:

**ASPHALT CONCRETE** Park pathway paving shall be class B-PG 64-10, (1/2”).

**TEMPORARY PAVEMENT TRANSITION** Asphalt concrete for temporary pavement transitions (only) shall be class D2-SC-800 (“cut back”).

## SECTION 211 SOILS AND AGGREGATE TESTS

**211-2 COMPACTION TESTS.** Compaction tests shall conform with section 211-2 “Compaction Tests” of the standard specifications and these special provisions.

**211-2.1 Laboratory Maximum Density.** The following is added to section 211-2.1 “Laboratory Maximum Density” of the standard specifications:

City to complete compaction testing on this project: Relative compaction tests will be performed in accordance with California Test Methods 216 and 231 for soils and aggregates, and California Test Methods 231, 308 and 375 for asphalt concrete.

## SECTION 212 – LANDSCAPE AND IRRIGATION MATERIALS

**212-1.5 Headers, Stakes, and Ties.** The following is added to section 212-1.5 “Headers, Stakes and Ties” of the standard specifications:

Redwood headers shall conform with City Standard Plan 440.

## SECTION 215 SIGNAGE AND TRAFFIC CONTROL

The following section is added to the standard specifications.

### **215-1 SIGNS**

#### **215-1.1 General.**

All construction area signs shall conform to the nominal dimensions, color and legend requirements of the plans, the current California Manual of Uniform Traffic Control Devices (MUTCD). In addition, signs shall meet the following criteria:

All sign panels shall be the product of a commercial sign manufacturer.

All signs shall be 0.080" gauge aluminum alloy 6061-T or 5052-H38.

Reflective sheeting shall be 3M scotchlite diamond grade visual impact performance reflective sheeting.

All signs shall conform to 2012 California Manual of Traffic Control Devices (MUTCD) and City standard plans.

Sign panels for all construction area signs shall be visible at 152 m (500') and legible at 91 m (300'), at noon on a cloudless day and at night under illumination of legal low beam headlights, by persons with vision of or corrected to 20/20. Sign panels for construction area signs shall consist of Type IIIA reflective sheeting applied to an aluminum or plywood sign substrate.

Signs shall be as indicated in the following table and size shall be per MUTCD standard:

Description
Modified W 20-3 "Park Closed"

Contractor to provide additional signage as necessary based on the means and methods used to complete the scope of work. City will provide Contractor with Measure WW placard to be posted on site per City Standard Detail 136.

Used signs with the specified sheeting material will be considered satisfactory if they conform to the requirements for visibility and legibility and the colors conform to the requirements of the current MUTCD. A significant difference between day and night-time reflective color will be grounds for rejecting signs.

All construction area signs shall have the Contractor's name and telephone number labeled on the back of the sign panel.

### **215-1.2 Sign Panel Fastening Hardware.**

Back braces for signs shall be commercial quality, mild steel, hot-dip galvanized after fabrication.

Straps and saddle brackets for mounting sign panels on electroliers, sign structure posts and traffic signal standards shall be corrosion-resisting chromium nickel steel conforming to the specifications of ASTM Designation: A167, Type 302. Theft-proof bolts shown shall be stainless steel with a chromium content of at least 17 percent and a nickel content of at least 8 percent.

Lag screws, bolts (except theft-proof bolts), metal washers and nuts shall be commercial quality steel, hot-dip galvanization after fabrication.

Fiber washers shall be commercial quality.

Galvanizing shall conform to the provisions of Section 210-3, "Galvanizing".

## **215-2 CONSTRUCTION FENCING**

### **215-2.1 General.**

Pedestrian construction fencing shall be 4' min height orange plastic (polyethylene or polypropylene) fencing with minimum 350 lb/ ft tensile strength and 4" maximum opening. Product shall be commercially sold for such intended purpose.

Contractor shall provide supports as needed to maintain fencing both vertical and taut, as well as be able to withstand incidental winds.

## **PART 3 - CONSTRUCTION METHODS**

Methods of construction for all work performed on public property in the City of San Leandro shall conform with the Standard Specifications for Public Works Construction, the "GREENBOOK", the 2006 edition and 2008 supplements thereto, adopted by the Southern California Chapter of the American Public Works Association; and Sections 82, 84, 85, and 86 of the 2010 edition of California Department of Transportation (Caltrans) Standard Specifications; the 2012 California Manual of Uniform Traffic Control Devices (MUTCD) and the Special Provisions (Technical Specifications) thereto adopted by the Engineer as follows:

All work within the public Right-of-Way or on public property of the City of San Leandro shall be performed under auspices of either improvement drawings signed and approved by the Engineer or a valid encroachment permit

Contractor's attention is directed to Section 3, "Construction Methods", of the Standard Specifications, except as modified herein:

Section 300	Earthwork
Section 301	Subgrade Preparation
Section 302	Roadway Surfacing
Section 303	Concrete Construction
Section 308	Landscape and Irrigation Installation
Section 315	Roadside Signs

## SECTION 300 EARTHWORK

**300-1 CLEARING AND GRUBBING** Clearing and Grubbing shall conform to the provisions of Section 300-1, “Clearing and Grubbing” of the Standard Specifications and these Special Provisions.

**300-1.1 General.** The following is added to section 300-1.1 “General” of the standard specifications:

**As indicated on Sheet 2 of the Construction Drawings, tree root removal areas shall be marked by the City representative after the AC pavement is removed. Such areas shall be excavated to a depth of 24” below grade in an 18” wide trench. Excavated trench spoils shall be placed onsite at a location identified by Engineer.**

**300-1.4 Measurement And Payment** The following is added to Section 300-1.4 “Measurement and Payment” of the standard specifications:

Bid item No. (2) “Clearing and Grubbing” shall include payment for all work required by Section 300-1.

## **SECTION 301 TREATED SOIL, SUBGRADE PREPARATION, AND PLACEMENT OF BASE MATERIALS**

**301-1 SUBGRADE PREPARATION.** Subgrade preparation shall conform to the provisions of Section 301-1, “Subgrade Preparation” of the Standard Specifications and these Special Provisions.

**301-1.2 Preparation Of Subgrade.** The following is added to section 301-1.2 “Preparation of Subgrade” of the standard specifications:

Scarification and cultivation of the upper 4” of subgrade shall be required prior to determination of Unsuitable Material per Section 300-2.

**301-1.3 Relative Compaction.** The following is added to section 301-1. “Relative Compaction” of the standard specifications: After compaction and trimming, the subgrade shall be firm, hard and unyielding under the load of heavy construction equipment.

The subgrade and base relative compaction shall not be less than 90 percent in all areas where pathway is to be placed.

After compaction and trimming, the subgrade shall be firm, hard and unyielding under the load of heavy construction equipment. Relative compaction of such subgrade shall be per City standard.

Trench backfill shall be installed per City Standard Plan 120A and B.

Relative compaction tests of the subgrade may be made by the City. Contractor shall make the work available for such testing. Contractor to provide City 24 hour advance notice of all work requiring compaction testing.

**301-1.4 Measurement And Payment** The following is added to Section 300-1.4 “Measurement and Payment” of the standard specifications:

Bid item No. (4) “Aggregate Base” shall include payment for all work required by Section 301 not otherwise included in Bid Item 8 described below.

Bid item No. (8) “Irrigation Sleeve” shall include payment for all work required by Section 301, for installation of irrigation sleeves as shown on Detail 5, Sheet 3.

**301-2 UNTREATED BASE.** Untreated base shall conform with the provisions of Section 301-2, “Untreated Base”, of the Standard Specifications and these Special Provisions.

**301-2.3 Compacting.** The following is added to section 301-2.3 “Compacting” of the standard specifications:

The relative compaction of each layer of a compacted aggregate base shall be not less than 95 percent in all areas except areas where curb, gutter, driveway, curb ramp or sidewalk is to be placed.

The relative compaction of each layer of compacted aggregate base shall be not less than 90 percent in all areas where curb, gutter, driveway, curb ramp or sidewalk is to be placed.

Relative compaction tests may be made by the City. The contractor shall make the work available for such testing. Relative compaction tests will be performed in accordance with California Test Method No's 216 and 231.

**301-2.4 Measurement And Payment** The following is added to section 301-2.4 "Measurement and Payment" of the standard specifications:

Bid item No. (4) "Aggregate Base" shall include payment for all work required by Section 301 for installation of aggregate base rock for new concrete sidewalk or asphalt concrete paving where indicated on Sheet No. 2 "Site Plan".

## SECTION 302 ROADWAY SURFACING

**302-1 COLD MILLING.** Asphalt concrete pavement shall conform to the provisions of Section 302-1, “Asphalt Concrete Pavement”, of the Standard Specifications and these Special Provisions.

Bid item No. (3) “Cold Milling” shall include all work required by Section 302-1. Milling shall be full depth.

**302-5 ASPHALT CONCRETE PAVEMENT.** Asphalt concrete pavement shall conform to the provisions of Section 302-5, “Asphalt Concrete Pavement”, of the Standard Specifications and these Special Provisions.

**302-5.2 Existing Aggregate Base Preparation.** The following is added as Section 302-5.2, “Existing Base Preparation”, of the Standard Specifications:

Existing aggregate base rock to be reused under the pathway pavement shall be graded with 1% cross slope to match the proposed new asphalt concrete grades as indicated on Detail 1, Sheet 3. Aggregate base shall be repositioned or added as necessary to meet grade.

**302-5.5 Distribution And Spreading.** The following is added to Section 302-5.5, “Distribution and Spreading”, of the Standard Specifications:

Asphalt concrete shall be placed only upon the specific approval of the Engineer. The Engineer’s decision regarding satisfactory paving conditions shall be final.

**Asphalt concrete shall be laid two (2) lifts of 2” thickness for a total thickness of 4”**

Asphalt concrete shall only be placed by the methods described in this section. Blade lay by a motor grader is not permitted. Existing irrigation to be protected and repaired promptly if damaged. Spreader box is permitted. Contractor to provide Engineer with submittal for construction method.

The tracks or wheels of spreading equipment shall not be operated on the new asphalt concrete pavement until final compaction has been completed. Trucks, loaded or empty, shall not be allowed on the new roadway surface until the asphalt concrete reaches ambient temperature. Plywood and steel plates on turf areas are permitted for protection of these areas during construction.

The Contractor shall have the option of providing the extra manpower and equipment necessary to work under low over hanging branches or to hire a licensed arborist to trim trees for adequate clearance upon approval of the engineer. A list of proposed trees to be trimmed shall be submitted for Engineer for approval prior to proceeding. Written permission shall be obtained from the property owner for any trees on private property prior to proceeding.

Spreading and compacting of asphalt shall be performed by any method which will produce an asphalt concrete pavement of uniform smoothness, texture and density and able to work in between park vegetation and soft landscape areas adjacent to the paving areas.

**302-5.6 ROLLING.** Rolling shall conform to the provisions of Section 302-5.6, “Rolling”, of the Standard Specifications and these Special Provisions.

**302-5.6.1 General.** The following is modifications are made to Section 302-5.6.1, “General” of the standard specifications:

Base courses at all conforms, and any areas deemed inaccessible to rollers by the Engineer such as around manholes, water valves, etc. shall be mechanically compacted with a rammer or tamper with particular attention the edges and corners of the excavations.

The first coverage of initial or breakdown compaction shall be performed when the temperature of the asphalt concrete is not less than 250° Fahrenheit and all breakdown compaction shall be completed before the temperature of the asphalt concrete drops below 200° Fahrenheit.

Use of a pneumatic-tired roller shall not be required.

**302-5.6.2 Density and Smoothness.** The following is added to Section 302-5.6.2, “Density and Smoothness” of the standard specifications:

Low or high pavement areas not meeting smoothness tolerance standards shall be removed and repaved as directed by the Engineer. All corrective work shall be at the sole expense of the contractor.

**302-5.7 Joints.** Work shall be done per the standard specifications.

**302-5.8 Manholes (and other structures)** The following is added to Section 302-5.8, “Manholes and other structures” of the standard specifications:

**UTILITY BOX LIDS** Contractor to protect and reset to grade existing utility boxes identified on the plans.

### **302-5.9 MEASUREMENT AND PAYMENT**

Bid item No. (5) “Roadway Surfacing” shall include payment for all work required by Section 302-5 not included in Bid Item No. (6) described below.

Bid Item No. (6) “Header Board” shall include payment for all work shown in Detail 6/3 required for installation of a redwood header board along the path boundary.

The Engineer shall not include for payment those areas beyond the neat line measurements designated by the Engineer or required to be replaced because of damage by the Contractor’s operations. The Engineer will determine the volume of material beyond the neat line measurements and reduce the placed weight of asphalt concrete accordingly.

The Contractor shall furnish to the Engineer a legible copy of a licensed weighmaster’s certificate showing gross, tare and net weight of each truck load of asphalt concrete mixture. When an automatic batching system is used, the licensed weighmaster’s certificate may show only the net weight of material in the truckload. These certificates may be signed by a representative of the Engineer at the plant as well as at the project site. These certificates will be used as the basis of payment.

## **SECTION 303 CONCRETE AND MASONRY CONSTRUCTION**

### **303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY**

**INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS.** The following is added to Section 302-5.8, “Manholes and other structures” of the standard specifications:

Concrete sidewalk shall conform with section 303-1 “Concrete curbs, walks, gutters, cross gutters, alley intersections, access ramps, and driveways” of the standard specifications, these special provisions, and City Standard Details 100 “Concrete Curb, Gutter and Sidewalk,” and 104 “General Concrete Notes”.

### **302-5.9 MEASUREMENT AND PAYMENT**

Bid item No. (7) “Concrete Sidewalk” shall include payment for all work required by Section 303, except for aggregate base as included in Bid Item (4) “Aggregate Base” .

## **SECTION 308 LANDSCAPE AND IRRIGATION INSTALLATION**

### **308-4 PLANTING.**

Add Section 308-4.8.5 “EXISTING SOD SALVAGE AND REGRADE” as follows:

#### **308-4.8.5 Existing Sod Salvage and Regrading**

Existing sod to be salvaged shall be cut and removed in strips with a minimum 2” thickness of top soil. The existing top soil shall be adjusted to grade, hand compacted, and the sod re-laid. Additional top soil can be obtained from unplanted areas at the park as needed. Contractor to water and maintain sod until it is re-laid.

Note that contractor is responsible for protecting or replacing any sod damaged directly due to their construction equipment and staging per Section 302-5.

#### **308-4.8.6 MEASUREMENT AND PAYMENT**

Bid item No. (6) “Header Board” shall include all work required to salvage and reset existing sod to finished grade as shown on Detail 1 on Sheet 3 of the plans.

### **308-5 IRRIGATION SYSTEM INSTALLATION.**

Replace Section 308-5.2 “General” of the Standard Specifications is replaced with the following:

#### **308-5.2 Irrigation Pipeline Installation.**

Irrigation sleeves shall be installed as described on the plans.

##### **308-5.2.1 MEASUREMENT AND PAYMENT**

Bid item No. (8) “Irrigation Sleeve” shall include all work required by Section 308-5.2 for installation of irrigation sleeves per Detail 5, Sheet 3.

## SECTION 315 SIGNAGE AND TRAFFIC CONTROL

The following sections are added to the standard specifications:

### **315-1 CONSTRUCTION NOTIFICATION AND TRAFFIC CONTROL SIGNS, FENCES AND BARRIERS.**

Safety is ultimately the responsibility of the contractor and the following specifications represent a minimum standard of care.

Contractor shall provide additional safety and pedestrian control signage, fencing, and other measures as needed based on the means and methods of their work. This requirement will apply continuously and will not be limited to the normal days and/or working hours (24 hour/day; 7 days/week).

#### **315-1.1 General.**

“Park Closed from \_\_\_ to \_\_\_” signs shall be placed on Type I barricades at all pathway entrances from the parking lot and Bancroft Avenue.

Contractor shall provide additional safety and pedestrian control signage as needed based on the means and methods of their work. Contractor shall maintain signs so that they are legible and accurately reflect the work limits. This requirement will apply continuously and will not be limited to the normal days and/or working hours (24 hour/day; 7 days/week).

To properly provide for changing traffic conditions and damage caused by public traffic or otherwise, the Contractor shall be prepared to furnish on short notice additional construction area sign panels, posts and mounting hardware. The Contractor shall maintain an inventory of commonly required items at the jobsite or shall make arrangements with a supplier who is able, on a daily basis, to furnish such items on short notice.

All construction notification and traffic control signage shall be removed immediately upon substantial completion of the work. If the Contractor fails to remove said signs in a timely manner, the City shall proceed with removal and deduct the cost there of from money due or to become due from the Contractor.

A measure WW sign placard will be provided to the Contractor by the City. Contractor shall be post signs per City Standard Detail Drawing 136 upon completion of the project.

### **315-2 TRAFFIC CONTROL**

#### **315-3.1 General.**

The Contractor shall not close any public street or block vehicular access to the parking areas for this project. Toyon Park (aside from the pathways and staging area) shall remain open to the public during the work.

Contractor shall safely secure their work areas from pedestrian traffic while construction is ongoing using plastic orange safety fencing.

Contractor shall securely fence off construction equipment and materials within the parking lot staging area during construction. Any damages created by the delivery, storage, and use of the contractor's construction equipment shall be the sole responsibility of the Contractor to repair.

**315-4 MEASUREMENT AND PAYMENT.**

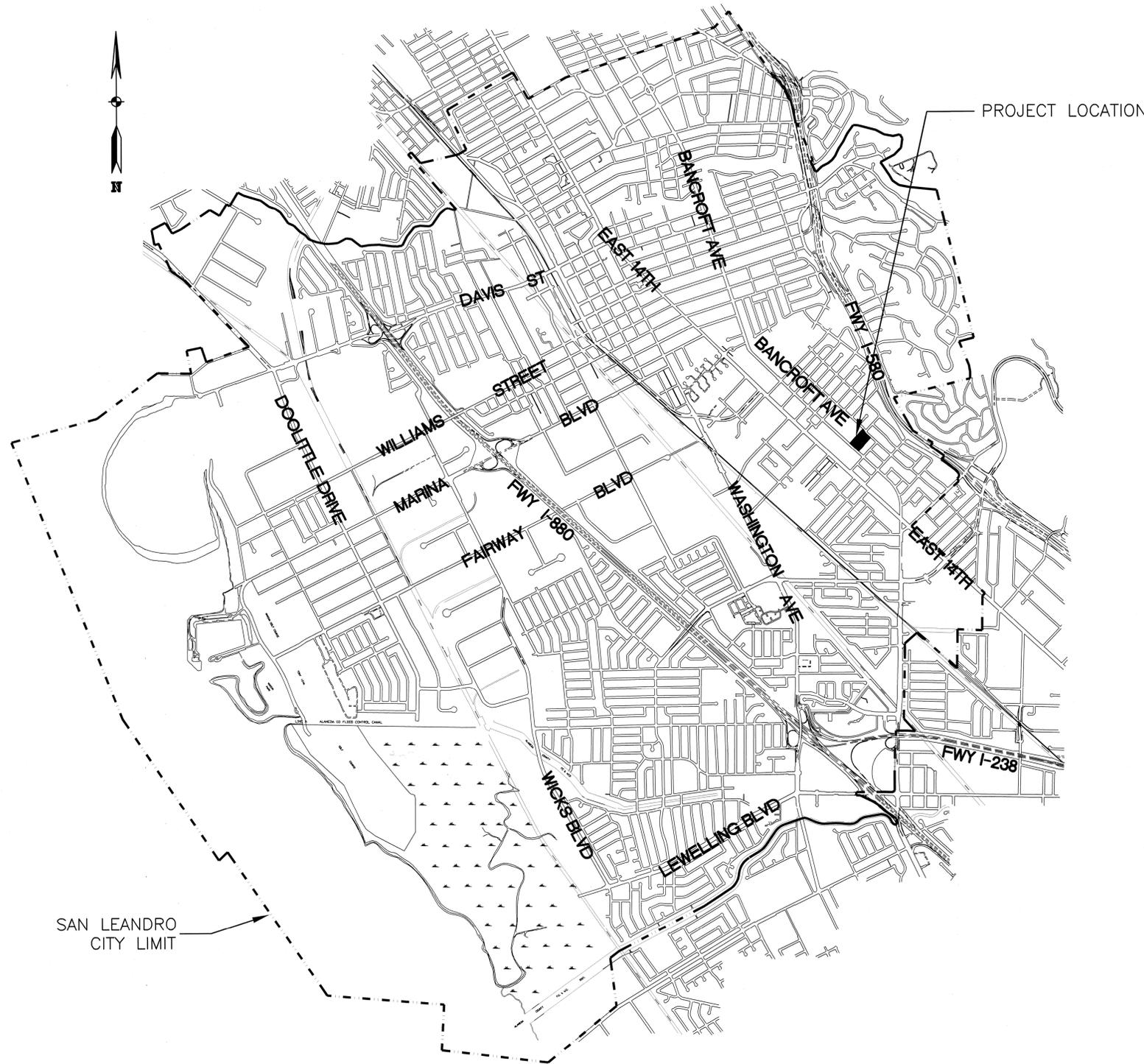
Bid item (9) "Signage and Traffic Control" shall constitute full compensation for all work required by Section 315.

# CITY OF SAN LEANDRO

## TOYON PARK PATHWAY REHABILITATION

PROJECT NO. 2013.028

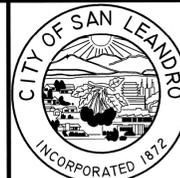
SHEET NO.	DRAWING	DWG. NO.	CASE NO.
1	TITLE SHEET	1888	1002
2	SITE PLAN	1889	1002
3	DETAILS	1890	1002



### GENERAL NOTES:

1. THESE DRAWINGS REPRESENT THE GENERAL DESIGN INTENT TO BE IMPLEMENTED ON THE SITE. CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE ENGINEER FOR ANY ADDITIONAL CLARIFICATION OR DETAIL NECESSARY TO ACCOMMODATE SITE CONDITIONS OR DETAIL.
2. CONTRACTOR SHALL COORDINATE AND OTHERWISE INTEGRATE HIS WORK WITH THAT OF OTHERS IN AN EFFICIENT, CRAFTSMANLIKE AND TIMELY MANNER SO AS TO PROVIDE THE CITY WITH A WELL CONSTRUCTED, EASILY MAINTAINABLE PROJECT.
3. AT ALL TIMES, CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS EMPLOYEES HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT.
4. THE CONTRACTOR IS HEREBY NOTIFIED THAT, PRIOR TO COMMENCING CONSTRUCTION, HE IS RESPONSIBLE FOR CONTACTING THE UTILITY COMPANIES INVOLVED AND REQUESTING A VISUAL VERIFICATION OF LOCATIONS OF THEIR UNDERGROUND FACILITIES. THE UTILITY COMPANIES ARE MEMBERS OF THE UNDERGROUND SERVICE ALERT (U.S.A.) ON CALL PROGRAM. THE CONTRACTOR SHALL NOTIFY MEMBERS OF U.S.A. AT LEAST TWO (2) WORKING DAYS IN ADVANCE OF PERFORMING EXCAVATION WORK BY CALLING 811 or (800) 227-2600.

### VICINITY MAP



BEFORE YOU DIG, CALL UNDERGROUND SERVICE ALERT 811  
 IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES. THOSE SHOWN REPRESENT THE BEST INFORMATION AVAILABLE TO THE CITY OF SAN LEANDRO AT THE TIME OF PREPARATION OF THESE PLANS. NO GUARANTEE IS MADE AS TO THE ACCURACY OF THIS INFORMATION.

NO.	DATE	REVISION

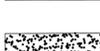
DESIGNED BY: MJC DATE: 1/24/13  
 DRAWN BY: AMS DATE: 1/24/13  
 PROJECT MGR: MJC DATE: 1/24/13  
 TRANS ADMIN: RLC DATE: 1/25/13  
 SENIOR ENGR: JCS DATE: 1/25/13  
 APPROVED BY: [Signature] DATE: 1/28/13  
 CITY ENGINEER, R.C.E. No. 34870

### CITY OF SAN LEANDRO

#### TITLE SHEET TOYON PARK PATHWAY REHABILITATION

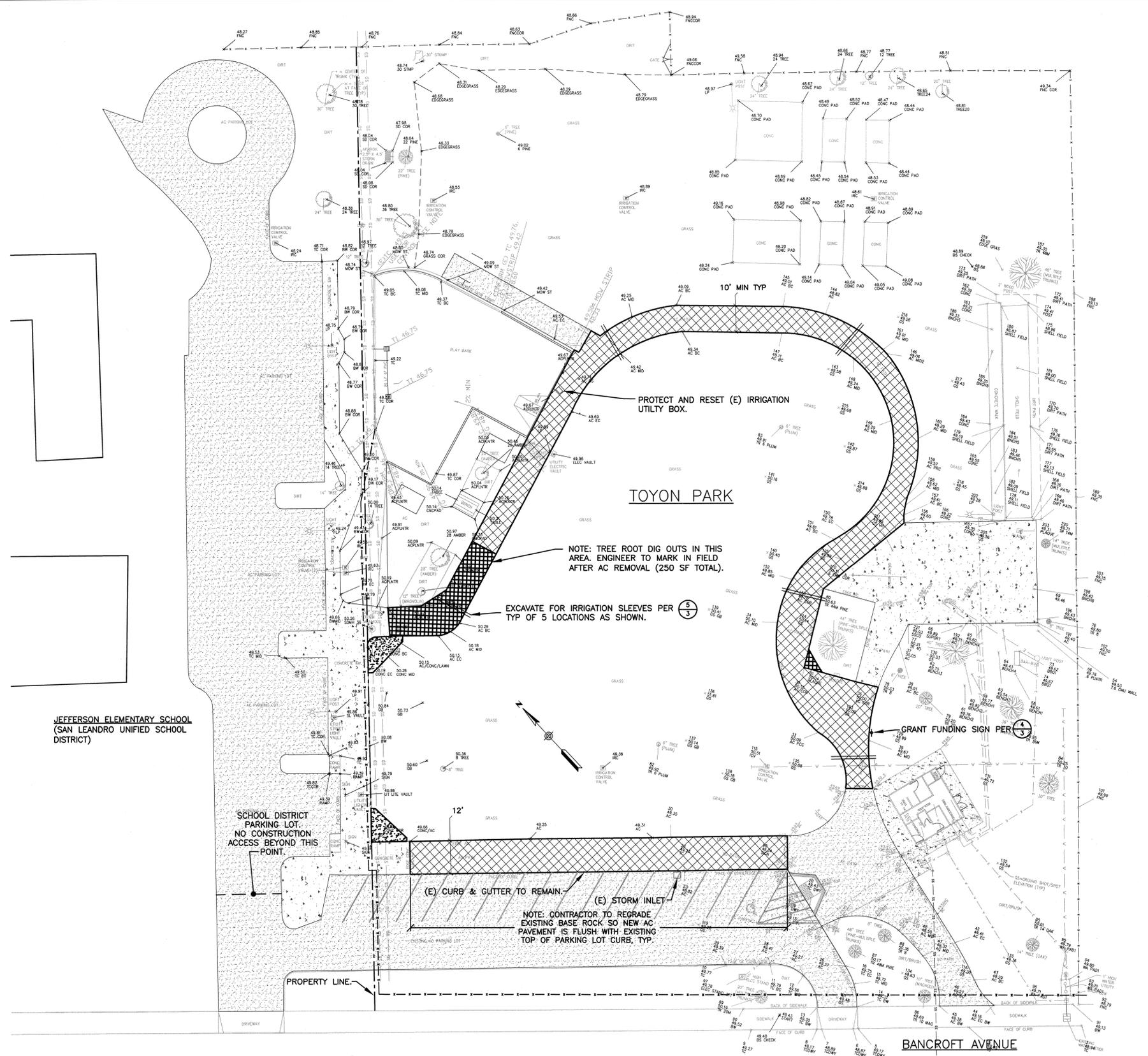
SHEET 1 OF 3  
 JOB NO. 2013.028  
 SCALE AS NOTED  
 DWG. 1888 CASE 1002

**LEGEND:**

-  EXISTING AC PAVING TO REMAIN.
-  EXISTING 3" THK AC PAVING TO BE REMOVED AND REPLACED W/ NEW 4" AC PER DETAIL 1/3
-  EXISTING CONCRETE TO REMAIN.
-  NEW CONCRETE SIDEWALK PER CITY STD 100. IN EXISTING LAWN AREA.
-  NEW AC PAVING (4" AC OVER 6" AB OVER PAVING FABRIC ROOT BARRIER).
-  IRRIGATION SLEEVES (2) 6" Ø PVC. PER TYP. OF 5 LOCATIONS AS SHOWN. 5/3
-  TEMPORARY CONSTRUCTION FENCE.

**GENERAL NOTES:**

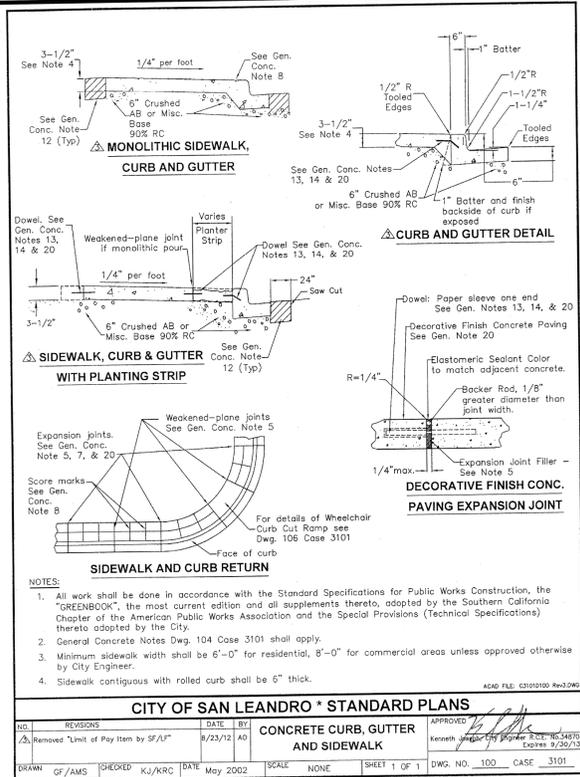
1. CONTRACTOR IS RESPONSIBLE FOR ALL REQUIRED CLEARING AND GRUBBING AS NEEDED TO CONSTRUCT IMPROVEMENTS SHOWN ON THIS PLAN.
2. SEE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.



BEFORE YOU DIG, CALL UNDERGROUND SERVICE ALERT 811			<b>CITY OF SAN LEANDRO</b> DESIGNED BY: M.J.G. DATE: 1/24/13 DRAWN BY: AMS DATE: 1/24/13 PROJECT MGR: MCA DATE: 1/25/13 TRANS ADMIN: RLC DATE: 1/25/13 SENIOR ENGR: J.S. DATE: 1/28/12 APPROVED BY: [Signature] DATE: 1/28/12 CITY ENGINEER/ R.C.E. No. 34870		
IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES. THOSE SHOWN REPRESENT THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. NO GUARANTEE IS MADE AS TO THE ACCURACY OF THIS INFORMATION.			NO.	DATE	REVISION

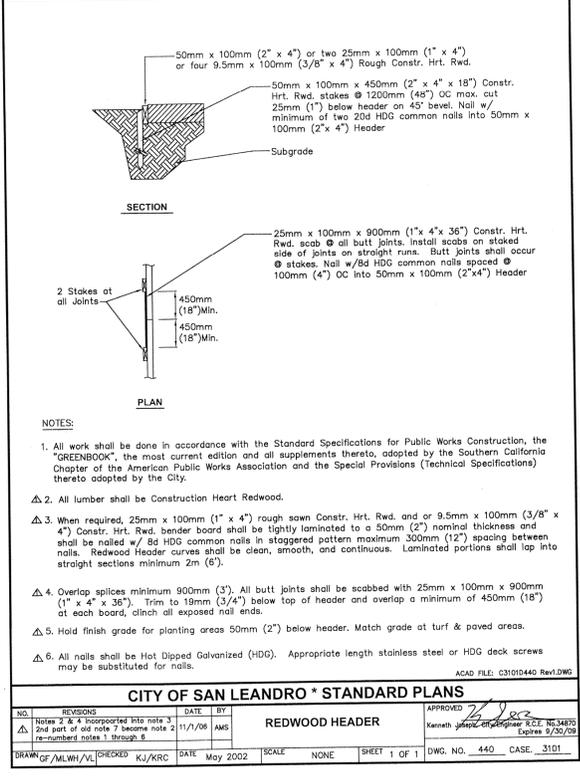
**SITE PLAN**  
**TOYON PARK PATHWAY REHABILITATION**

SHEET 2 OF 3  
 JOB NO. 2003.028  
 SCALE 1"=20'  
 DWG 1889 CASE 1002



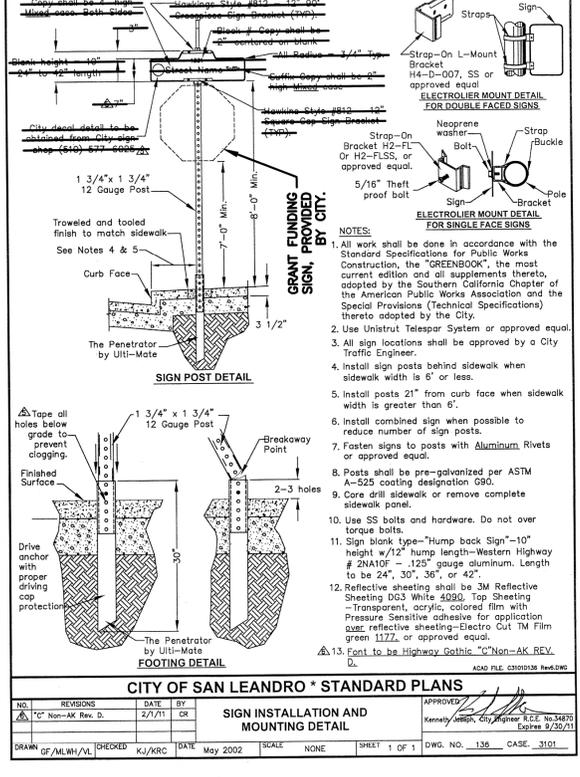
NO.	REVISIONS	DATE	BY	APPROVED
1	Removed "Unit of Pay Item by SF/UF"	8/23/12	AK	

8 Detail NTS



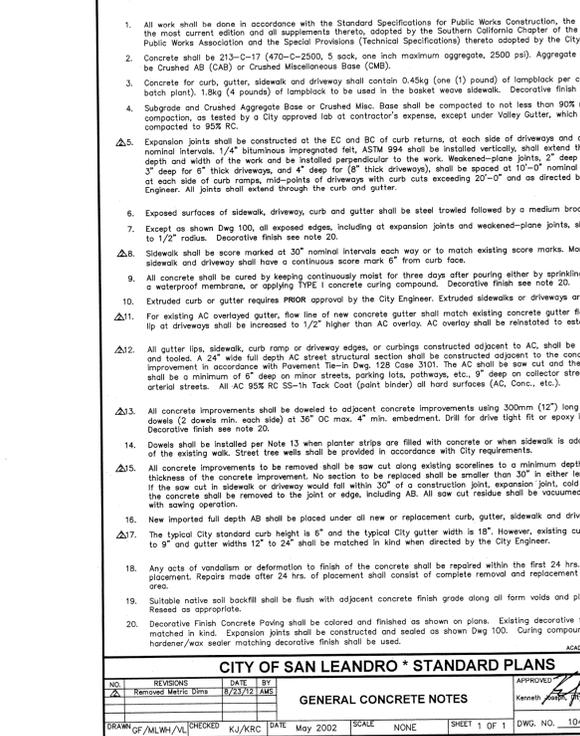
NO.	REVISIONS	DATE	BY	APPROVED
1	Notes 2 & 4 incorporated into note 3. 2nd part of note 7 become note 2. Incorporated notes 1 through 8.	11/7/08	AMS	

6 Detail NTS



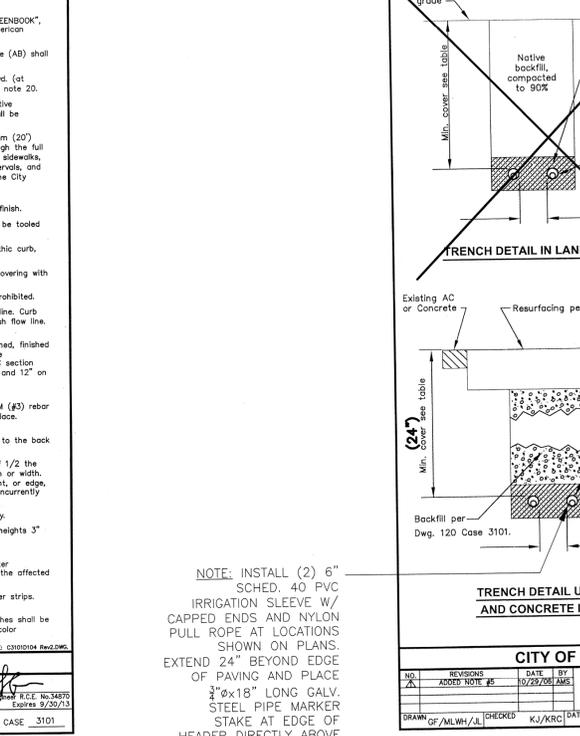
NO.	REVISIONS	DATE	BY	APPROVED
1	Non-AK Rev. D.	2/17/11	GR	

4 Detail NTS



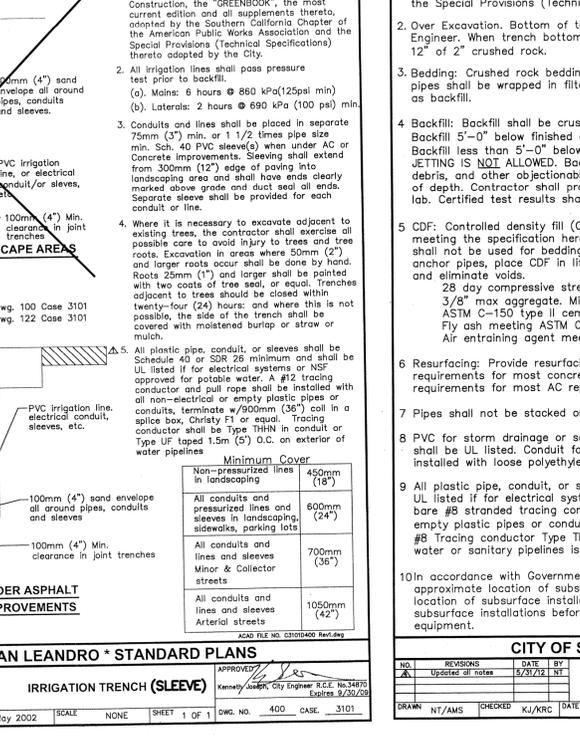
NO.	REVISIONS	DATE	BY	APPROVED
1	Removed MISCELLANEOUS DATA	8/23/12	AMS	

7 Detail NTS



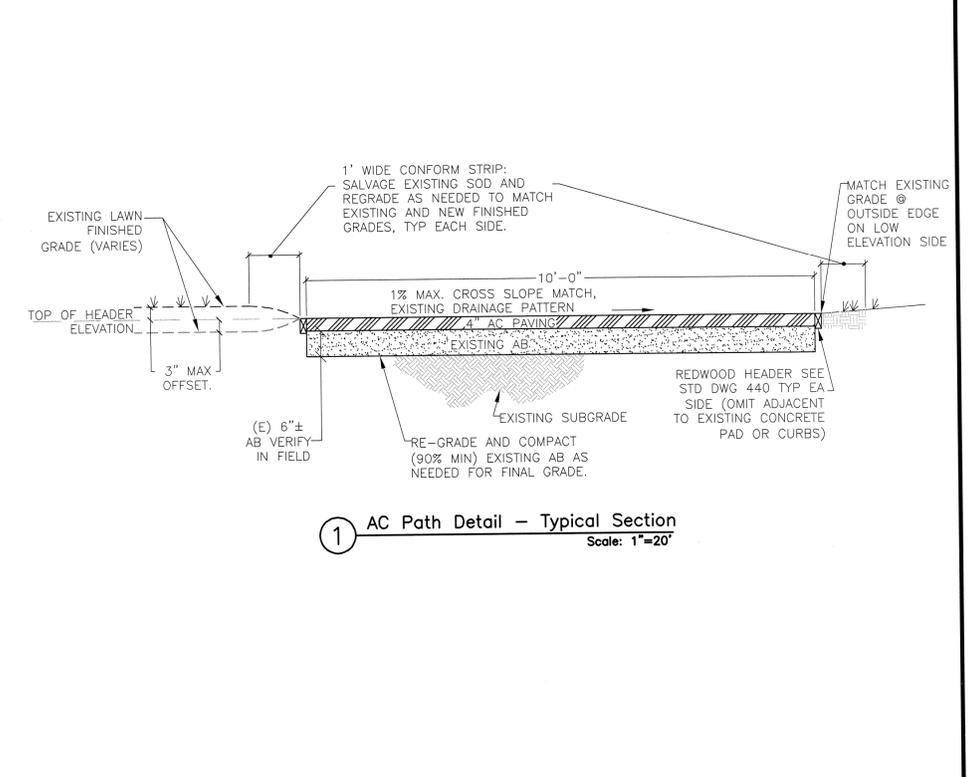
NO.	REVISIONS	DATE	BY	APPROVED
1	Added Note #5	8/29/08	AMS	

5 Detail NTS



NO.	REVISIONS	DATE	BY	APPROVED
1	Updated list of notes	8/28/13	NT	

3 Detail NTS



NO.	REVISIONS	DATE	BY	APPROVED
1	Removed MISCELLANEOUS DATA	8/23/12	AMS	

2 Detail NTS

CITY OF SAN LEANDRO  
INCORPORATED 1872

BEFORE YOU DIG, CALL UNDERGROUND SERVICE ALERT (811)

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES. THOSE SHOWN REPRESENT THE BEST INFORMATION AVAILABLE TO THE CITY OF SAN LEANDRO AT THE TIME OF PREPARATION OF THESE PLANS. NO GUARANTEE IS MADE AS TO THE ACCURACY OF THIS INFORMATION.

NO.	DATE	REVISION	DESIGNED BY	DATE
			MJG	1/24/13
			AMS	1/24/13
			McA	1/25/13
			PLC	1/25/13
			JG	1/28/13
				1/28/13

## CITY OF SAN LEANDRO

### TOYON PARK PATHWAY REHABILITATION DETAILS

DESIGNED BY: MJG DATE: 1/24/13

DRAWN BY: AMS DATE: 1/24/13

PROJECT MGR.: McA DATE: 1/25/13

TRANS ADMIN.: PLC DATE: 1/25/13

SENIOR ENGR.: JG DATE: 1/28/13

APPROVED BY: [Signature] DATE: 1/28/13

CITY ENGINEER, R.C.E. NO. 34870

SHEET 3 OF 3

JOB NO. 2003.028

SCALE AS NOTED

DWG. 1890\_CASE 1002