CITY OF SAN LEANDRO
STATE OF CALIFORNIA

CONTRACT BOOK

Proposal
Notice to Bidders
Agreement
Special Provisions

FOR

WESTGATE SOUNDWALL REPAIR

FOR USE WITH:

THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, THE 2006 EDITION AND 2009 SUPPLEMENT THERETO, AMERICAN PUBLIC WORKS ASSOCIATION, SOUTHERN CALIFORNIA CHAPTER; THE STATE DEPARTMENT OF INDUSTRIAL RELATIONS GENERAL PREVAILING WAGE RATES; AND THE STATE DEPARTMENT OF TRANSPORTATION LABOR SURCHARGE AND EQUIPMENT RENTAL RATES.

PROJECT NO. 2012.0200

BID NO. 13-14.002

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

Telephone: (510) 577-3428
Fax: (510) 577-3294

PROJECT ENGINEER: JOHN O'DRISCOLL

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

REGISTERED PROFESSIONAL ENGINEER
KENNETH C. JOSEPH
No. 34870
Exp. 9-30-13
CIVIL
STATE OF CALIFORNIA

BID OPENING:

3:00 p.m., Wednesday, July 31, 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

   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:

PROPOSAL FORMS

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 FORMS

PROPOSAL TO THE CITY OF SAN LEANDRO

CITY OF SAN LEANDRO
STATE OF CALIFORNIA

FOR

WESTGATE SOUNDWALL REPAIR
PROJECT NO. 2012.0200

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 May 2006 edition of the California Department of Transportation (CALTRANS) Standard Specifications 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 "**__Westgate Soundwall Repair**," consisting of four (4) sheets. Plans were approved by the **City Council on July 1, 2013.**

The work to be done consists of: separate and remove damaged section of CMU soundwall; install drilled piers; and reconstruct pilasters and CMU soundwall; 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.

PROPOSAL FORMS

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:

PROPOSAL FORMS

CONTRACT PRICE SCHEDULE

Item No.	Description	Estimated Quantity (A)	Unit of Measure	Item UNIT Price (in Words)	Item UNIT Price (in Figures) (B)	TOTAL PRICE (in Figures (AxB)
1.	Furnish all material equipment and labor to repair the soundwall and all other work shown on the plans or in the specifications	1	LS	_____ _____ _____		

TOTAL BID: _____
(In Words)

TOTAL BID: _____
(In Figures)

UNITS OF MEASURE:

Abbreviation	Word or Words
LS	Lump Sum

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.

PROPOSAL FORMS

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.

Subcontractor's Name: ***(REQUIRED)***			
Address: ***(REQUIRED)***			
Phone #:			
Fax #:			
E-Mail:			
Name of Project Mgr.:			
License and Classification:			
DOT Certified DBE:	☐ Yes ☐ NO	☐ Yes ☐ NO	☐ Yes ☐ NO
Value of Work Subcontracted:	**$**_____	**$**_____	**$**_____
Description of Portion of Work Subcontracted: ***(REQUIRED)***	_____ _____ _____	_____ _____ _____	_____ _____ _____

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

PROPOSAL FORMS

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.

_____

_____

_____

_____

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 _____

PROPOSAL FORMS

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: _____

PROPOSAL FORMS

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:

_____

_____

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.

PROPOSAL FORMS

NON-COLLUSION AFFIDAVIT
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PUBLIC CONTRACT CODE SECTION 7106

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

_____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

NOTE: The above Statement, Questionnaire, and Non-collusion Affidavit are part of the proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Statement, Questionnaire, and Non-Collusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PROPOSAL FORMS

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.

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.: ( ) _____

PROPOSAL FORMS

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.

PROPOSAL FORMS

CITY OF SAN LEANDRO

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

BUSINESS LICENSE APPLICATION

For Businesses Located Outside of San Leandro

Business License Fee
See Fee Schedule

PLEASE TYPE OR PRINT WITH PEN

OFFICIAL USE ONLY

Business Name _____

Business License No. _____

APN# _____

Corporate Name (if applicable) _____

Business Location _____
(Cannot be P.O. Box per State of California Business & Professions Code-Section 17538.5)

Bus. Start Date _____

❑ **New Application** ❑ **Change**

State Sales Tax No. _____

Federal ID No. _____

Mailing Address _____

State ID No. _____

State Contractor Lic. No. _____

Phone No. _____ **Alt. No.** _____ **Expire Date** _____

Description of Business _____

Ownership ❑ Corporation ❑ Corp-Ltd Liability ❑ Partnership ❑ Sole Proprietor ❑ Trust

Enter below names of Owners, Partners, or Corporate Officers (attach additional sheet, if necessary)

1st Owner Name _____ **Title** _____ **Soc. Sec. No.** _____

Home Address _____ **Home Phone No.** _____
(Cannot be P.O. Box) **Cell / Pager No.** _____

2nd Owner Name _____ **Title** _____ **Soc. Sec. No.** _____

Home Address _____ **Home Phone No.** _____
(Cannot be P.O. Box) **Cell / Pager No.** _____

- Is this business being conducted in your residence? ❑ Yes ❑ No

- If business is being purchased, please complete the following:

Seller's Business Name: _____ Seller's Bus. Lic. #: _____

NUMBER OF EMPLOYEES: 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.

*** ***PARTIAL YEAR:*** The business license fee for any business commencing after June 30th of any year shall be reduced by one-half (1/2).

CERTIFICATION AND ACKNOWLEDGEMENT

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.

SIGN HERE

➔ _____
Signature of Owner or Representative

Title _____ Date _____

Base Fee (required for each license) $

Unit #_____**X $**_____ $

TOTAL AMOUNT DUE (Base Fee plus Unit Fee) $

*** 1/2 Year fee for Businesses commening after June 30th.

TOTAL AMOUNT PAID $

RETURN APPLICATION TO ABOVE ADDRESS AND MAKE CHECK PAYABLE TO CITY OF SAN LEANDRO.

Thank you for doing business in the City of San Leandro.

O:\HDLBL3x\Application_BL-Out of City Location.rpt Printed 10/12/2007: 5:04 pm

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 "**Westgate Soundwall Repair, Project No. 2012.0200".**

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)

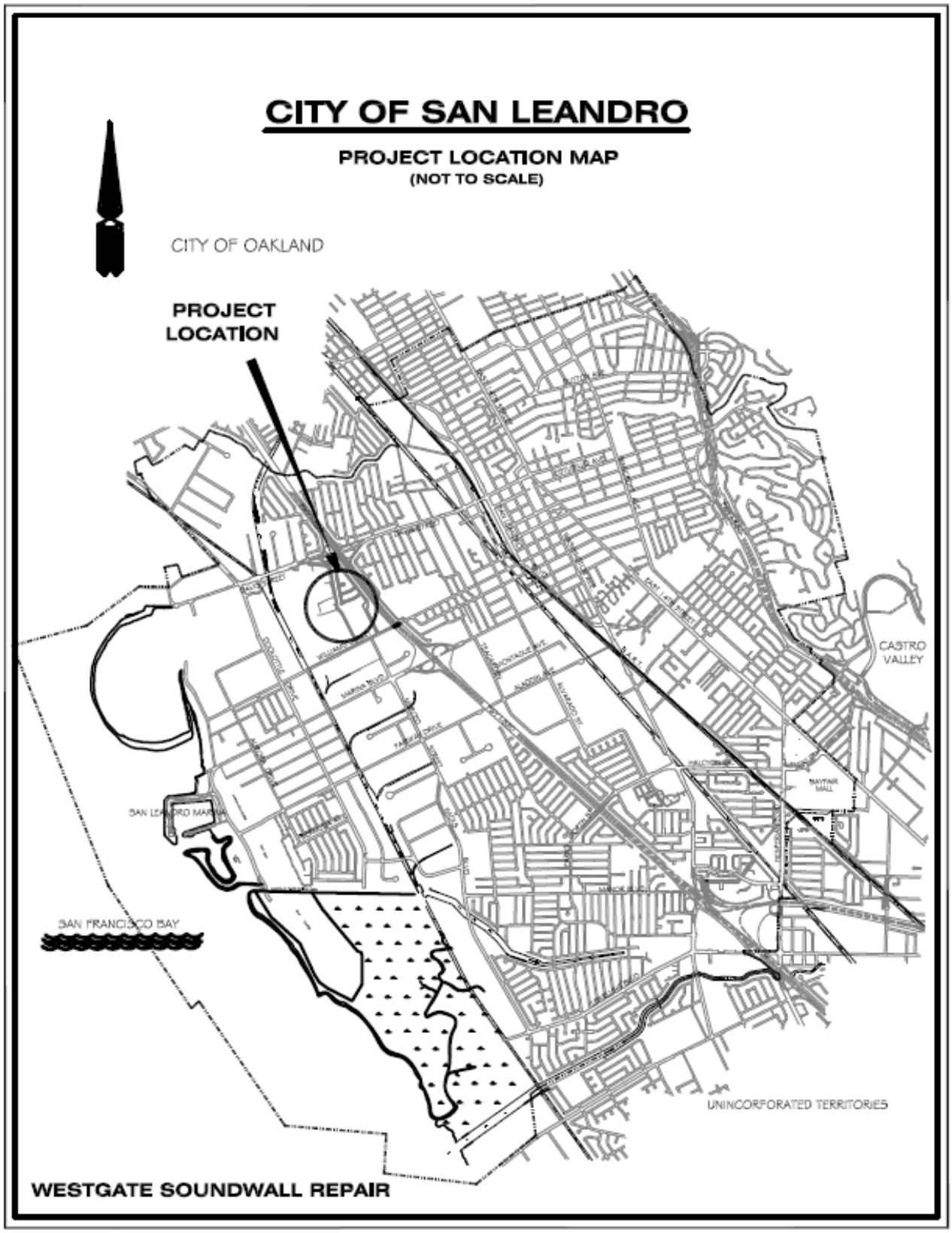
<u>NOTE TO SURETY COMPANY</u>: There must be submitted a certified copy of unrevoked resolution of authority for the attorneys-in-fact.

END OF BID BOND

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

WESTGATE SOUNDWALL REPAIR
PROJECT NO. 2012.0200

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 **Westgate Soundwall Repair, Project No 2012.0200** addressed to the **City of San Leandro** will be received at **City Hall, 835 East 14th Street, 2nd Floor San Leandro** at the office of the **City Clerk** up to **3:00 p.m.**, on Wednesday, July 31, 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: separate and remove damaged section of CMU soundwall; install drilled piers; and reconstruct pilasters and CMU soundwall; 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" General Engineering or Class "B" General Building 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 14th Street, 1st 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 **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 not be held for this project.

    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 $100,000.00.

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. 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 (3rd) 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: _____ _____Marian Handa_____

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: separate and remove damaged section of CMU soundwall; install drilled piers; and reconstruct pilasters and CMU soundwall; and doing all appurtenant work in place and ready for use, all as shown in the plans and described in the specifications entitled **"Westgate Soundwall Repair, Project No. 2012.0200"** 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

By:_____
Chris Zapata, City Manager

Date: _____

Attest:_____
Marian Handa, City Clerk

(NAME OF CONTRACTOR)
Contractor

By:_____

By:_____

Date:_____

APPROVED AS TO FORM:

_____
Richard D. Pio Roda, City Attorney

_____
David Baum, Finance Director

Account No.(s) 210-38-346-5240

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 UNIT Price (in Words)	Item UNIT Price (in Figures) (B)	TOTAL PRICE (in Figures (AxB)
1.	Furnish all material equipment and labor to repair the soundwall and all other work shown on the plans or in the specifications	1	LS	_____ _____		

TOTAL BID: _____
(In Words)

TOTAL BID: _____
(In Figures)

UNITS OF MEASURE:

Abbreviation	Word or Words
LS	Lump Sum

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.

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 **"Westgate Soundwall Repair, Project No.2012.0200";** 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)

<u>NOTE TO SURETY COMPANY</u>: 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 **"Westgate Soundwall Repair, Project No. 2012.0200"**; 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)

<u>NOTE TO SURETY COMPANY</u>: 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

CITY OF SAN LEANDRO
STATE OF CALIFORNIA

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 **"Westgate Soundwall Repair, Project No. 2012.0200"** 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 14th 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 **"Westgate Soundwall Repair, Project No. 2012.0200";** 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)

<u>NOTE TO SURETY COMPANY</u>: 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.

CMU: Concrete Masonry Unit.

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 2009 supplement thereto, American Public Works Association, Southern California Chapter; 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:

Abbreviation	Word or Words
AB or CAB	**Aggregate Base Rock or Crushed Aggregate Base**
ASB or CMB	**Aggregate Subbase Rock or Crushed Miscellaneous Base**
CA MUTCD	**California Manual on Traffic Control Devices**
CBC	**California Building Code**
CMU	**Concree Masonry Unit**
JP	**Joint Utility Pole**
MO	**Months**
TN	**Tons (2,000 lbs./907.2 kgs.)**
TP	**Telephone Pole**

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 second paragraph is replaced with the following:

The Contractor shall perform, with its own organization, Contract work amounting to at least 30% of the Contract Price.

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 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:

Title	Sheet No.	Drawing No.	Case No.
Title Sheet	1	3739	0202
General Notes	2	3740	0202
Plans & Details	3	3741	0202
Demolition Elevation	4	3742	0202
Site Plan & Details	5	3742.01	0202

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.

2-5.3.1 General. The following is added: TheContractor's attention is directed to Section 6-1 of these Special Provisions regarding required submittals for pre-construction meeting.

Prior to the pre-construction conference and per section 6-1, the Contractor shall submit to the City for review:

- Tentative Construction Schedule
- Traffic Control Plans
- 24-hour Emergency phone number list
- Business licenses
- Copies of applicable licenses, permits ,and certifications

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 Builts"): 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:

Reinforcement

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

In accordance with Section 6-1 of these Special Provisions, Contractor shall submit the following:

- Copies of Business Licenses for Contractor and all listed Subcontractors
- Schedule of Values
- Concrete Mix Design
- Reinforcement mill certificates
- CMU data
- Expansion Joint material
- Mortar and grout mix designs
- Paint Samples
- Landscape shrubs
- All other Permits as required by Federal or State Law

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 consider 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.

2-11 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.

3-3	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

3-3 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.

City of San Leandro – Engineering and Transportation Department

DAILY EXTRA WORK REPORT

(Determination of Time and Materials)

DATE OF REPORT: _____

PROJECT NAME: _____

_____

PROJECT NO.: _____

DATE WORK PERFORMED: _____

WORK PERFORMED BY: _____
(Contractor/Sub-Contractor/Specialty)

CONTRACTOR JOB NO. : _____

DESCRIPTION OF WORK: _____

_____

_____

_____

EQUIP. NO.	EQUIPMENT	HOURS	HOURLY RATE		EXTENDED AMOUNTS		P.R. NO.	LABOR	HOURS	HOURLY RATE		EXTENDED AMOUNTS	
									O.T.				
									REG.				
									O.T.				
									REG.				
									O.T.				
									REG.				
									O.T.				
									REG.				
									O.T.				
									REG.				

MATERIAL and/or WORK - DONE BY SPECIALISTS								
DESCRIPTION	NO. UNIT	UNIT COST		EXTENDED		SUB-TOTAL		
						SUBSISTENCE _____ NO._____ @ $_____		
						TRAVEL EXPENSE _____ NO._____ @ $_____		
						LABOR SURCHARGE (if not included in hourly rate) _____%		
						TOTAL COST of LABOR	A	
TOTAL COST of EQUIPMENT, MATERIALS, and WORK							B	
						+ 33% MARKUP on LABOR COST	(A)	
						+ 15% MARKUP on EQUIPMENT, MATERIAL, and WORK COST	(B)	
						WORK BY SUBCONTRACTOR: + 10% on FIRST $5,000 and 5% on WORK IN EXCESS of $5,000		
						TOTAL THIS REPORT		

VERIFICATION of LABOR, EQUIPMENT, and MATERIAL PROVIDED:

_____ _____
Contractor's Representative Date

_____ _____
Project Inspector Date

_____ _____
REVIEWED: Sr. Engineering Inspector Date

ACCEPTED FOR PROGRESS PAYMENT: _____ **DATE:** _____ **CCO NO.:** _____
Project Manager

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
4-1.5	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.

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.

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

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.

Contractor shall protect the existing sanitary sewer system from blockages, surcharges, and overflows. Contractor shall not plug, reroute, or bypass flows that will cause undue stress on the system or cause overflows at the Water Pollution Control Plant (WPCP) or within the community. When pipeline cleaning operations are being performed, (per Section 500-1.1.4 of the Standard Specifications), debris and particulates shall be collected at the downstream manhole and removed from the pipeline. In addition, Contractor shall implement flow velocity reduction measures at a downstream manhole to maximize the collection of particulates and debris (i.e., use of a flow-through plug, grating, 'chain-ball,' weir, etc.).

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
6-6.4	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 as follows:

Phase 1 - **30** working days allowed for special order procurement of CMU
(No field work permitted during this period)

Phase 2 - **20** working days allowed for field work

The City shall begin charging working days on the fifth working day following the date of issuance of the Notice to Proceed.

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. Traffic Control Plans for each of the various stages and activities of construction, pursuant to Section 7-10.3 of the Special Provisions acceptable to the Engineer. Include all subcontractor operations and whether the general or subcontractor will perform traffic control.

   Within the first seven (7) workdays of this project, the Contractor shall submit final Traffic Control Plans to the Engineer.

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

   No change may be made to the final Traffic Control Plans unless approved by the Engineer.

   The Contractor shall be subject to liquidated damages in accordance with Section 6-9, deducted from money due or to become due from the Contractor, for each item changed on the final Traffic Control Plans without the Engineer's authorization.

3. 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.

4. 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.

5. 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. Stationary Mounted Construction Area Signs
3. USA Notification

Unless otherwise noted, the Contractor shall execute the work in the order as follows:

1. Advisory Signs
2. Stationary Mounted Construction Area Signs
3. USA Notification
4. CMU demolition
5. Install drilled piers and new CMU wall
6. Paint wall

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 Contactor.

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:

Failure to provide and/or non-compliance to or violation of accepted construction scheduling and/or phasing, per Section 6-1 and 6-2	**$100.00**	**per each calendar day**
Failure to provide and/or non-compliance with accepted Traffic Control Plans per Sections 6-1 and 7-10.3	**$100.00**	**per each calendar day**
Performance of unauthorized work, per Section 2-6	**$100.00**	**per each incident**
Failure to provide adequate Project Site Maintenance 24/7, per Section 7-8	**$100.00**	**per each calendar day**
Storage of equipment and/or materials in public streets, per Section 7-10.2	**$100.00**	**per each calendar day/incident**

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.

7-2.2	Laws
7-2.2.1	Hours Of Labor
7-2.2.4	Payroll records
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
7-8.1.3	Temporary Light, Power And Water
7-8.2	Air Pollution Control
7-8.3	Noise Control
7-8.4	Storage of Equipment and Materials
7-8.6	Water Pollution Control
7-8.6.1	General
7-8.6.4	Dewatering Operations
7-8.6.4.1	Pavement Saw-Cutting Operations
7-8.6.4.3	Concrete Operations
7-8.6.4.4	Grading And Excavation Operations
7-8.6.4.5	Spill Prevention And Control
7-8.6.4.6	Vehicle/Equipment Cleaning
7-8.6.4.7	Contractor Training And Awareness
7-8.6.4.8	Good Housekeeping Practices
7-8.6.4.9	Drainage Control
7-8.6.4.10	Enforcement
7-8.6.5	Payment
7-10	Public Convenience And Safety
7-10.1	Traffic And Access
7-10.2	Storage Of Equipment And Materials In Public Streets
7-10.2.1	Construction Staging/Stockpile Locations
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

7-2.2 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. 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 Contactor 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.

D. Non Used.

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 Contactor 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 Contactor 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:

Building Permit

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:

All excess material shall become the property of the Contractor to be legally disposed of off City property. Tye City strongly encourages recycling of construction materials.

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.

7-8.6 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. The reference publications are as follows:

California Storm Water Best Management Practice Handbook - Industrial/Commercial
California Storm Water Best Management Practice Handbook - Construction Activity

These handbooks may be purchased from Blue Print Service (BPS), 1700 Jefferson St., Oakland, California 94612.

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 CONCRETE 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.

7-8.6.4.3 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.

7-8.6.4.10 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.

The following paragraph is added to Section 7-10.1 of the Standard Specifications:

Contractor shall not obstruct public pedestrian pathways with construction material or equipment.

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. All materials or equipment used in construction shall be stored elsewhere by the Contractor at its expense. 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: 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.

7-10.3.2 STREET CLOSURES AND ACCESS 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.

Lane closures shall conform shall be in accordance with the requirements of these Special Provisions, and the Lane Closure chart(s) included in this section.

CHART NO. 1

LOCATION: Westgate Parkway																								DIRECTION OF TRAVEL: NB
FROM	**a.m.**												**p.m.**											
HOUR to HOUR	**12**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**
Mondays through Thursdays	X	X	X	X	X	X	1	1	1	1	1	1	1	1	1	W	W	W	X	X	X	X	X	X
Fridays	X	X	X	X	X	X	1	1	1	1	1	1	1	1	1	W	W	W	X	X	X	X	X	X
Saturdays	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Sundays	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

Flashing Arrow Board Required (mark one): **YES** ☒ **NO** ☐

LEGEND:

0 - Roadway may be closed in direction of travel.
1 - Provide at least one through lane open in direction of travel.
2 - Provide at least two through lanes open in direction of travel.
3 - Provide at least three through lanes open in direction of travel.
W - No lane closure permitted; work permitted anywhere that does not require lane closure.
X - No lane closure permitted; no work permitted on roadway.

REMARKS:

Approved by Traffic Operations Engineer: **Date:** 6/26/2013

Note: Minor deviations from the requirements of this section concerning lane closure hours that do not change the cost of the work may be permitted upon the written request of the Contractor, if in the sole opinion of the Engineer, public traffic will be better served and the work expedited. These deviations shall not be adopted by the Contractor until the Engineer has approved the deviations in writing.

CHART NO. 2

LOCATION: Westgate Parkway													DIRECTION OF TRAVEL: SB											
FROM	**a.m.**												**p.m.**											
HOUR to HOUR	**12**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**
Mondays through Thursdays	X	X	X	X	X	X	1	1	1	1	1	1	1	1	1	W	W	W	X	X	X	X	X	X
Fridays	X	X	X	X	X	X	1	1	1	1	1	1	1	1	1	W	W	W	X	X	X	X	X	X
Saturdays	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Sundays	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

Flashing Arrow Board Required (mark one):

YES ☐ **NO** ☒

LEGEND:

0 - Roadway may be closed in direction of travel.
1 - Provide at least one through lane open in direction of travel.
2 - Provide at least two through lanes open in direction of travel.
3 - Provide at least three through lanes open in direction of travel.
W - No lane closure permitted; work permitted anywhere that does not require lane closure.
X - No lane closure permitted; no work permitted on roadway.

REMARKS:

Approved by Traffic Operations Engineer: **Date:** 6/26/2013

Note: Minor deviations from the requirements of this section concerning lane closure hours that do not change the cost of the work may be permitted upon the written request of the Contractor, if in the sole opinion of the Engineer, public traffic will be better served and the work expedited. These deviations shall not be adopted by the Contractor until the Engineer has approved the deviations in writing.

7-10.3.3 TRAFFIC CONTROL PLAN REQUIREMENTS The Contractor shall implement Traffic Control as shown on the plans.

Unless otherwise provided for in the specifications, or approved in writing by the Engineer, the Contractor shall provide:

- One travel lane in each direction, each not be less than eleven (11) feet in width, for use by public traffic.

- 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.

No work that requires traffic control shall be performed between the hours of 3:00 p.m. and 6:00 p.m., 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, Contactor 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.

9-3 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

9-3 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

Paragraph 3 of Section 9-3.2 is revised as follows:

From each progress estimate, 5 percent will be deducted and retained by the Agency, and the remainder less the amount of all previous payments will be paid.

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.

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."

Technical Specifications

Westgate Soundwall Repair

Project No. 2012.0200

Structural Components Prepared By

Creegan + D'Angelo
Infrastructure Engineers
170 Columbus Avenue, Suite 240
San Francisco, CA 94133

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 most current edition and any supplement thereto, adopted by the Southern California Chapter of the American Public Works Association; 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 City Engineer.

SECTION 201 - CONCRETE, MORTAR AND RELATED MATERIALS

201-1. PORTLAND CEMENT CONCRETE

201-1.1.2 Concrete Specified by Class. Concrete shall be one of the following classes: 560-C-3250 or 565-C-2350P.

201-1. REINFORCEMENT FOR CONCRETE

201-2.2.1 Reinforcing Steel. Reinforcing Steel shall be Grade 60.

SECTION 202 - MASONRY MATERIALS

202-2. CONCRETE BLOCK

202-2.1 Masonry Units. Add the following: Masonry Units shall be of medium weight classification (105 to less than 125 lbs.ft^3), and shall have the following characteristics:

8x8x16 Standard – Three Square Score 1 side-1 end
8x8x16 Double Open End Bond Beam – Three Square Score 1 side
8x16x16 (pilaster units) shall be plain faced

202-2.2.1 Mortar. Replace with the following: Mortar shall be type "S" conforming to CBC 2103.8 and shall attain minimum compressive stress of 1,800 psi at 28 days

202-2.2.2.4 Reinforcing Steel. The following sub-section is added: Bar reinforcement shall conform to Section 201-2.

202-2.2.2.5 Expansion Joint Material. The following sub-section is added: Expansion Joint Material shall be a pre-molded Control Joint Strip of solid rubber with a Shore A durometer hardness of 60 to 80, designed to fit standard sash block and maintain lateral stability in masonry wall, Hohmann & Barnard RS-Tee Rubber Control Joint or approved equal.

SECTION 210 – PAINT AND PROTECTIVE COATINGS

210-1. PAINT

210-1.4 Paint Materials. Replace with the following: Prime coat shall be Kelly Moore #247 Acrylic Exterior Masonry Primer, or approved equal; Top Coat shall be Kelly Moore #1105Exterior Acrylic Masonry Paint, or approved equal

210-1.5 Paint Systems. The sub-section is deleted.

SECTION 212 – LANDSCAPE AND IRRIGATION MATERIALS

212-1. LANDSCAPE MATERIALS

212-1.4 Plants

212-1.4.1 General. Replace the first sentence with the following: Plants shall be inspected and approved on site by the Engineer prior to installation.

212-1.4.3 Shrubs. Add the following: Shrubs shall be cottoneaster species, five gallon size; and crawling ivy, five gallon size

SECTION 215 ROADSIDE SIGNS,

The following section is added:

215-1 ROADSIDE SIGNS

215-1.1 General. Roadside Signs include Stationary Mounted Construction Area Signs and Traffic Control Signs

All roadside signs shall conform to the nominal dimensions, color and legend requirements of CA MUTCD, 2012 edition, the plans, and these specifications.

All sign panels shall be the product of a commercial sign manufacturer. Sign panels be visible at 500' and legible at 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 shall be Type III. A reflective sheeting applied to an aluminum or plywood sign substrate.

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.

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 electroilers, 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.

215-2 STATIONARY MOUNTED CONSTRUCTION AREA SIGNS

215-2.1 General.

Signs shall be the size indicated in the following table:

Description	**Size**
W20-1 “Road Work Ahead”	1.22 m (48”) x 1.22 m (48”) minimum
G20-2 “End Road Work”	1.5m (60”) x 0.6m (24”) minimum

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

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 most current edition and the any supplement thereto, adopted by the Southern California Chapter of the American Public Works Association; 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 City Engineer or a valid Encroachment Permit.

All work within private property shall be performed under auspices of a valid Right of Entry Permit signed by the property owner.

Measurement and payment items are removed from "Part 3 Construction Methods". Payment for all items shall be by contract lump sum price.

SECTION 300 - EARTHWORK

300-1 CLEARING AND GRUBBING.

300-1.1 GENERAL. Add the following: The Contractor may trim back obstructing vegetation necessary to access and install the work. At the contractor's option, remaining vegetation may be protected in place or removed and later replaced after the repairs are completed.

300-1.2 Preservation of Property. Add the following: At the contractor's option, existing irrigation may be protected in place, or temporarily removed and later reinstalled after the soundwall improvements are completed.

300-1.3 Removal and Disposal of Materials

300-1.3.1 General. Add the following: Removed vegetation and debris shall become the property of the Contractor to be legally disposed of off City property.

SECTION 303 - CONCRETE AND MASONRY CONSTRUCTION

303-1 CONCRETE STRUCTURES.

303-1.8 Placing Concrete

303-1.8.4 Consolidating. Add the following: Concrete shall be thoroughly compacted by mechanical vibrator.

303-4 MASONRY CONSTRUCTION.

303-4.1 Concrete Block Masonry.

303-4.1.2 Construction. Add the following: All grout shall be consolidated by a mechanical vibrator. When grouting is stopped for one hour or longer, horizontal construction joints shall be formed by stopping the grout pour 1-1/2" below the top of the upmost unit.

SECTION 308 – LANDSCAPE AND IRRIGATION INSTALATION

308-1. GENERAL. Add the following:

Existing plants and shrubs may be trimmed back and protected for repair access. Disturbed and damaged plants and shrubs shall be replaced with new plants in equal numbers.

At the contractor's option, existing irrigation system may be protected in place or temporarily removed and reinstalled. To protect in place, sprinkler heads may be removed and capped. For temporary removal, cut ends shall be capped. Irrigation shall be reinstated on completion of the wall repair.

SECTION 310 - PAINTING

310-5 PAINTING VARIOUS SURFACES.

310-5.7 Painting Masonry. The following sub-section is added: CMU wall shall be pressure washed to remove loose mortar, dust, dirt and mildew in preparation for priming. After completion of pressure washing, all surfaces shall be allowed to dry to ensure a dry and sound substrate to receive primer.

Apply one coat of primer followed by two coats of flat exterior finish paint per manufacturer directions. Spray application will be allowed but shall be followed by back rolling with a heavy nap roller.

SECTION 315 TRAFFIC CONTROL

The following section is added:

315-2 STATIONARY MOUNTED CONSTRUCTION AREA SIGNS

315-2.1 General. Type G20-2 and W20-1 construction area signs shall be installed at the locations shown on the plans; Contractor shall coordinate exact sign locations with the Engineer.

The height to the bottom of the sign panel above the edge of traveled way shall be at least 5', except when the sign is located in the path of pedestrians or bicycles the height to the bottom of the sign panel shall be at least 7'.

Stationary Mounted Construction Area Signs may be installed on above ground temporary platform sign supports as approved by the Engineer, or signs may be installed on existing lighting standards or other supports as approved by the owner of the support. When Stationary Mounted Construction Area Signs are installed on existing lighting standards, holes shall not be made in the standards to support the sign. Contractor shall supply and install temporary posts as necessary.

Contractor shall maintain signs so that they are legible and accurately reflect the limits of 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).

Signs shall be covered whenever there is cessation of work for three (3) consecutive working days. Covers for construction area signs shall be of sufficient size and density to completely block out the

message so that it is not visible either during the day or at night. Covers shall be fastened securely to prevent movement caused by wind action.

The Contractor shall clean all construction area signs panels at the time of installation and as often thereafter as the Engineer determines to be necessary.

All Stationary Mounted Construction Area Signs and supplemental signs 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 thereof from money due or to become due from the Contractor.

315-3 TRAFFIC CONTROL SYSTEM, LANE CLOSURES AND DETOURS

315-3.1 General.

Traffic control shall be provided as shown on the plans.

Unless authorized by the Engineer in writing, the full width of the traveled way shall be open for use by public traffic except between 9:00am. and 3:00 p.m. on working days.

When lane closures are made for work periods only, at the end of each work period all components of the traffic control system, except portable delineators used to direct traffic away from the work area, shall be removed from the traveled way. If the contractor so elects, said components may be stored at selected central locations approved by the Engineer within the right-of-way.

If any component in the traffic control system is displaced or ceases to operate or function as specified, said component shall be immediately replaced or repaired to its original condition and restored to its original location by the Contractor.

CITY OF SAN LEANDRO

WESTGATE SOUNDWALL REPAIR

PROJECT NO. 2012.0200
BID NO. 13-14.002

SHEET NO.	DRAWING	DWG. NO.	CASE NO.
1	TITLE SHEET	3739	0202
2	STRUCTURAL NOTES	3740	0202
3	PLANS & DETAILS	3741	0202
4	DEMOLITION ELEVATION	3742	0202
5	SITE PLAN & DETAILS	3742.01	0202

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 HARMLES 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.

REGISTERED PROFESSIONAL ENGINEER
KENNETH C. JOSEPH
No. 34870
Exp. 9-30-13
CIVIL
STATE OF CALIFORNIA

VICINITY MAP

REGISTERED PROFESSIONAL ENGINEER
DAVID A. WILSON
NO.: C35672
EXP.: 9/30/13
CIVIL
STATE OF CALIFORNIA

Creegan+D'Angelo
INFRASTRUCTURE ENGINEERS

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

CITY OF SAN LEANDRO

DESIGNED BY	DW	DATE 02/25/12
DRAWN BY		DATE
PROJECT MGR.		DATE 6/7/13
TRANS ADMIN.		DATE
SENIOR ENGR.		DATE 6/24/13
APPROVED BY:		DATE 6/24/13

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

TITLE SHEET
WESTGATE SOUNDWALL REPAIR
WESTGATE PARKWAY
SAN LEANDRO, CA

AT FULL SIZE
THIS LINE MEASURES 1"

SHEET 1 OF 5
JOB NO. 2012.0200
SCALE AS NOTED
DWG 3739 CASE 0202

PROJECT DESCRIPTION

REPLACE APPROXIMATELY 20 FEET OF DAMAGED SOUNDWALL AND PILASTER WITH NEW CMU WALL AND PILASTER AT W. GATE PARKWAY, SAN LEANDRO, CA. INSTALL (2) NEW CONCRETE DRILLED PIERS UNDER NEW WALL.

STRUCTURAL DESIGN CRITERIA

BUILDING CODES

1. 2010 CALIFORNIA BUILDING CODE

DESIGN LOADS

1. WIND
   BASIC DESIGN WIND SPEED V..... 85 MPH
   WIND IMPORTANCE FACTOR I..... 1.0
   OCCUPANCY..... II
   EXPOSURE..... C

2. EARTHQUAKE
   IMPORTANCE FACTOR I..... 1.0
   OCCUPANCY..... II
   SHORT PERIOD MAPPED SPECTRAL ACCELERATION Ss..... 1.600
   1-SECOND PERIOD MAPPED SPECTRAL ACCEL. S1..... 0.603
   SITE CLASS..... D
   5% DAMPED SHORT PERIOD DESIGN SPECTRAL ACCEL S_{DS}.... 1.066
   5% DAMPED 1-SEC PERIOD DESIGN SPECTRAL ACCEL..S_{D1}.... 0.603
   SEISMIC DESIGN CATEGORY..... D
   DESIGN BASE SHEAR V..... 0.355W
   SEISMIC RESPONSE COEFFICIENT Cs..... 0.355
   RESPONSE MODIFICATION FACTOR R..... 3

GEOTECHNICAL
CBC TABLE 1804.2

1. PIER/PILE CAPACITY
   ALLOWABLE FRICTION CAPACITY..... 250 PSF/FT
   ALLOWABLE LATERAL BEARING CAPACITY..... 100 PSF/FT

CAST-IN-PLACE CONCRETE

MATERIALS:

1. CEMENT SHALL CONFORM TO ASTM C 150, TYPE I OR TYPE II.

2. AGGREGATES FOR NORMAL WEIGHT CONCRETE SHALL CONFORM TO ASTM C 33. MAXIMUM SIZE OF AGGREGATE SHALL BE 1".

3. READY-MIX CONCRETE SHALL BE MIXED AND DELIVERED IN ACCORDANCE WITH ASTM C 94. SUBMIT AND OBTAIN APPROVAL OF ALL MIX DESIGNS PRIOR TO PLACING CONCRETE.

4. CONCRETE MIXES SHALL HAVE THE FOLLOWING PROPERTIES:

APPLICATION	DESIGN STRENGTH (1)	CEMENT CONTENT (2)	MAX. AGG. (3)	W/C RATIO (4)	MAX. SLUMP (5)
DRILLED PIERS	3,000	517	1	0.60	4

NOTES: (1)MINIMUM 28 DAY COMPRESSIVE STRENGTH, PSI; (2)MINIMUM CEMENT CONTENT IN POUNDS PER CUBIC YARD OF CONCRETE; (3)MAXIMUM COARSE AGGREGATE SIZE IN INCHES; (4)MAXIMUM WATER-CEMENT RATIO; (5)SLUMP INCHES.

5. ADMIXTURES SHALL COMPLY WITH ASTM C 494 AND BE OF A TYPE THAT INCREASES THE WORKABILITY OF THE CONCRETE BUT SHALL NOT BE CONSIDERED TO REDUCE THE SPECIFIED MINIMUM CEMENT CONTENT. (CALCIUM CHLORIDE SHALL NOT BE USED.)

6. BAR REINFORCEMENT SHALL BE ASTM A615, GRADE 60, UNLESS OTHERWISE NOTED.

EXECUTION:

1. CONCRETE WORK SHALL CONFORM TO REQUIREMENTS OF ACI 304 – "RECOMMENDED PRACTICE FOR MEASURING, MIXING, TRANSPORTING, AND PLACING CONCRETE".

2. REFER TO STRUCTURAL DRAWINGS AND DRAWINGS OF OTHER DISCIPLINES FOR MOLDS, GROOVES, ORNAMENTS, CLIPS, ANCHORS, INSERTS, OR GROUNDS REQUIRED TO BE CAST INTO CONCRETE.

3. PROJECTING CORNERS OF SLABS, BEAMS, WALLS, COLUMNS, ETC., SHALL BE FORMED WITH A 3/4" CHAMFER UNLESS OTHERWISE NOTED.

4. DESIGN AND CONSTRUCTION OF FORMWORK SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE PERFORMED IN ACCORDANCE WITH ACI 347- "RECOMMENDED PRACTICE FOR CONCRETE FORMWORK".

5. FORMS MAY BE REMOVED WHEN FIELD-CURED CYLINDERS ACHIEVE 75% OF THE SPECIFIED 28-DAY STRENGTH, BUT NOT SOONER THAN THE TIMES INDICATED IN ACI 347. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAKE AND PAY FOR THE COSTS OF ANY SUPPLEMENTAL STRENGTH TESTS.

6. ALL CONCRETE SHALL BE THOROUGHLY COMPACTED BY A MECHANICAL VIBRATOR DURING THE OPERATION OF PLACING AND SHALL BE THOROUGHLY WORKED AROUND REINFORCEMENT AND EMBEDDED FIXTURES AND INTO CORNERS OF FORMS.

7. CONCRETE NOT IN CONTACT WITH FORMS SHALL BE CURED FOR A PERIOD OF AT LEAST SEVEN DAYS TO PREVENT PREMATURE DRYING. USE ANY OF THE FOLLOWING METHODS:

   A) APPLICATION OF ABSORPTIVE MATS OR FABRIC KEPT CONTINUOUSLY WET
   B) APPLICATION OF WATERPROOF SHEET MATERIALS CONFORMING TO ASTM C171
   C) APPLICATION OF A CURING COMPOUND CONFORMING TO ASTM C 309. THE COMPOUND SHALL BE APPLIED IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE MANUFACTURER IMMEDIATELY AFTER ANY WATER SHEEN WHICH MAY DEVELOP AFTER FINISHING HAS DISAPPEARED FROM THE CONCRETE SURFACE. IT SHALL NOT BE USED ON ANY SURFACE AGAINST WHICH ADDITIONAL CONCRETE OR OTHER MATERIAL IS TO BE BONDED UNLESS IT IS PROVEN THAT THE CURING COMPOUND WILL NOT PREVENT BOND, OR UNLESS POSITIVE MEASURES ARE TAKEN TO REMOVE IT COMPLETELY FROM AREAS TO RECEIVE BONDED APPLICATIONS.

8. REINFORCING DETAILING, BENDING, AND PLACING SHALL BE IN ACCORDANCE WITH ACI 315 AND ACI 318.

9. REINFORCING STEEL SHALL BE PROVIDED WITH THE FOLLOWING MINIMUM AMOUNTS OF COVER FOR CAST-IN-PLACE CONCRETE:

   A) CONCRETE DEPOSITED AGAINST EARTH.....3"

   B) CONCRETE SURFACE (FORMED) EXPOSED.....2" TO EARTH OR WEATHER.

10. ALL REINFORCING STEEL, ANCHOR BOLTS, DOWELS, AND INSERTS SHALL BE WELL SECURED IN POSITION PRIOR TO PLACING CONCRETE OR GROUT.

11. LAP SPLICES OF REINFORCING BARS IN CONCRETE SHALL BE A MINIMUM OF 12" AND SHALL BE CLASS B TENSION SPLICES AS DEFINED IN ACI 318 UNLESS OTHERWISE NOTED.

12. THE CONTRACTOR SHALL CONTACT STRUCTURAL ENGINEER TO OBSERVE AND ACCEPT PLACEMENT OF ALL REINFORCING ANCHOR BOLTS, CONDUITS & OTHER EMBEDMENTS PRIOR TO CONCRETE POURING.

13. WELDING OF REINFORCING BARS IS GENERALLY NOT PERMITTED. WHEN SPECIAL CIRCUMSTANCES ARISE WHICH REQUIRE WELDING OF REINFORCING BARS, THE CONTRACTOR SHALL CONTACT THE ENGINEER FOR WRITTEN INSTRUCTIONS AND WELDING PROCEDURE SPECIFICATIONS.

CONCRETE MASONRY

MATERIALS:

1. CONCRETE MASONRY UNITS SHALL BE MEDIUM WEIGHT UNITS CONFORMING TO ASTM C 90, WITH MAX. LINEAR SHRINKAGE OF 0.065% (F'M=1500 PSI) AND MAX. WATER ABSORPTION OF 15 PCF.

2. MORTAR SHALL BE TYPE "S" CONFORMING TO TABLE 2103.8 OF THE CALIFORNIA BUILDING CODE (MIN. COMPRESSIVE STRENGTH = 1800 PSI AT 28 DAYS).

3. GROUT SHALL BE COMPOSED OF THE FOLLOWING RATIO BY VOLUME: 1-PART PORTLAND CEMENT, 3-PARTS SAND, 2-PARTS PEA GRAVEL AND SUFFICIENT WATER FOR POURING WITHOUT SEGREGATION OF GROUT CONSTITUENTS (MIN. COMPRESSIVE STRENGTH = 2000 PSI AT 28 DAYS), ACCORDING TO CBC TABLE 2103.12.

4. ALL BOND BEAM BLOCK SHALL BE "DEEP CUT" UNITS.

5. BAR REINFORCEMENT SHALL BE ASTM A615, GRADE 60, UNLESS OTHERWISE NOTED.

EXECUTION:

1. ALL CELLS CONTAINING REINFORCING STEEL OR EMBEDDED ITEMS AND ALL CELLS IN RETAINING WALLS AND WALLS BELOW GRADE SHALL BE SOLID GROUTED.

2. FOOTING DOWELS SHALL BE THE SAME GRADE, SIZE, AND SPACING AS VERTICAL REINFORCEMENT, UNLESS OTHERWISE NOTED.

3. VERTICAL BARS IN MASONRY WALLS SHALL BE TIED IN POSITION AT TOP AND BOTTOM AND AT INTERVALS NOT EXCEEDING 192 BAR DIAMETERS.

4. ALL REINFORCING STEEL, ANCHOR BOLTS, DOWELS, AND INSERTS SHALL BE WELL SECURED IN POSITION PRIOR TO PLACING GROUT.

5. ALL HORIZONTAL REINFORCEMENT SHALL BE PLACED IN BOND BEAM OR LINTEL BEAM UNITS.

6. LAP SPLICES OF REINFORCING BARS IN MASONRY SHALL BE 40 BAR DIAMETERS OR 18" MINIMUM.

7. PROVIDE INSPECTION AND CLEAN OUT HOLES AT BASE OF VERTICAL CELLS HAVING GROUT LIFTS IN EXCESS OF 4'-0" OF HEIGHT.

8. ALL GROUT SHALL BE CONSOLIDATED WITH A MECHANICAL VIBRATOR.

9. WHEN GROUTING IS STOPPED FOR ONE HOUR OR LONGER, HORIZONTAL CONSTRUCTION JOINTS SHALL BE FORMED BY STOPPING THE GROUT POUR 1-1/2" BELOW TOP OF THE UPPERMOST UNIT.

SPECIAL INSPECTIONS

1. IN ADDITION TO THE INSPECTIONS REQUIRED BY CBC SECTION 108, A "SPECIAL" INSPECTOR, EMPLOYED BY THE OWNER, SHALL OBSERVE THE WORK LISTED BELOW FOR CONFORMANCE WITH THESE PLANS AND SPECIFICATIONS. SPECIAL INSPECTIONS SHALL BE "CONTINUOUS" UNLESS NOTED AS "PERIODIC".

2. THE SPECIAL INSPECTOR SHALL BE APPROVED BY THE BUILDING OFFICIAL AND QUALIFIED TO PERFORM INSPECTIONS OF THE PARTICULAR TYPE OF CONSTRUCTION OR OPERATION.

3. THE SPECIAL INSPECTOR SHALL FURNISH INSPECTION REPORTS TO THE BUILDING OFFICIAL, ENGINEER, ARCHITECT, AND OWNER. ALL WORK IN NON-CONFORMANCE WITH THE PLANS AND SPECIFICATIONS SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE CONTRACTOR FOR CORRECTION; THEN, OF UNCORRECTED, TO THE OWNER AND BUILDING OFFICIAL.

4. THE SPECIAL INSPECTOR SHALL SUBMIT A FINAL SIGNED REPORT STATING WHETHER THE WORK REQUIRING SPECIAL INSPECTIONS WAS, TO THE BEST OF HIS OR HER KNOWLEDGE, IN CONFORMANCE WITH THE APPROVED PLANS AND SPECIFICATIONS AND THE APPLICABLE WORKMANSHIP PROVISIONS OF THE CBC.

5. THE FOLLOWING WORK REQUIRES SPECIAL INSPECTION IN ACCORDANCE WITH CHAPTER 17 OF THE CBC:

   CONCRETE: DURING THE TAKING OF TEST SPECIMENS AND PLACING OF ALL CONCRETE EXCEPT FOR CONCRETE WITH A SPECIFIED MINIMUM COMPRESSIVE STRENGTH OF 2500 PSI OR LESS.

   REINFORCING STEEL: THE SPECIAL INSPECTOR SHALL INSPECT ALL REINFORCEMENT IN-PLACE FOR CONFORMANCE WITH THE APPROVED PLANS PRIOR TO CLOSING OF FORMS OR DELIVERY OF CONCRETE TO THE JOBSITE.

   PILING, DRILLED PIERS AND CAISSONS: DURING DRIVING AND TESTING OF PILES AND CONSTRUCTION OF CAST-IN-PLACE DRILLED PIERS OR CAISSONS. SEE ALSO SPECIAL INSPECTIONS REQUIRED FOR CONCRETE AND REINFORCING STEEL.

TESTING

1. ALL TESTING SHALL BE PERFORMED BY AN APPROVED TESTING LABORATORY, EMPLOYED BY THE OWNER AND SHALL BE DONE IN ACCORDANCE WITH APPLICABLE PROVISIONS OF THE CALIFORNIA BUILDING CODE AND INDICATED PROVISIONS OF THE CBC STANDARDS AND ASTM STANDARDS. COSTS OF REQUIRED RETESTING SHALL BE PAID FOR BY THE CONTRACTOR.

2. TEST REPORTS SHALL BE FURNISHED TO THE BUILDING DEPARTMENT, OWNER, ARCHITECT, AND ENGINEER FOR ALL TESTING. TEST RESULTS NOT IN CONFORMANCE WITH THE PLANS AND SPECIFICATIONS SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE OWNER AND CLEARLY IDENTIFIED IN THE TEST REPORTS.

3. THE FOLLOWING WORK REQUIRES TESTING:

   CONCRETE: (2) SLUMP TESTS AND (4) COMPRESSION CYLINDERS PER DAY PER (50) C.Y. TEST ONE CYLINDER AT 7 DAYS, ONE AT 28 DAYS, AND KEEP (1) AS SPARE.

STRUCTURAL ABBREVIATIONS

A.B. Anchor Bolt
ABV. Above
ADDL Additional
ALT. Alternate
APPROX. Approximately(ly)
ARCH. Architect(ural)

B.F. Braced Frame
BLDG. Building
BLK. Block
BLKG. Blocking
BM. Beam
B.N. Boundary Nailing
B.O.F. Bottom of Footing
BOT. Bottom
BRG. Bearing
BTWN. Between

CANT. Cantilever(ed)
CBC California Building Code
C.F. Cubic Feet (Foot)
C.I.P. Cast in Place
CLR. Clear
CMU Conc. Masonry Unit
COL. Column
CONC. Concrete
CONSTR. Construction
CONT. Continuous(Continuity)
CTR. Center(ed)
C.Y. Cubic Yard

D Penny (Nails)
DBL. Double
D.F. Douglas Fir
DIA Diameter
DIAPH. Diaphragm
DIM. Dimension
DN. Down
DO Ditto (Repeat)
DWG. Drawing(s)

EA. Each
E.F. Each Face
EL. Elevation
EMBED. Embedment
E.N. Edge Nail
EQ. Equal
EXP. Expansion
EXIST. (E) Existing
EXT. Exterior

FDN. Foundation
FIN. Finish(ed)
F.F. Finish Floor
FLR. Floor
F.N. Field (Face) Nail
F.O.C. Face of Concrete
F.O.M. Face of Masonry
F.O.S. Face of Stud
F.O.W. Face of Wall
FRM. Frame
F.S. Far Side
FT.(') Foot (Feet)
FTG. Footing

GA. Gauge
GALV. Galvanize(d)
GLB Glued Laminated Beam

HD Holdown
HORIZ. OR (H) Horizontal

I.D. Inside Diameter
I.F. Inside Face
IN. OR (") Inch(es)
INT. Interior

JT. Joint

K KIP(S) = 1000 LBS.

LB(S) OR # Pound(s)
L.B. Lag Bolts
L.F. Lineal Feet (Foot)
LLH Long Leg Horizontal
LLV Long Leg Vertical
LT.WT. Lightweight
LONG. Longitudinal
LVL Laminated Vaneer Lumber

MAT'L Material
MAX. Maximum
M.B. Machine Bolt
MECH. Mechanical
MFR. Manufacturer
MIN. Minimum
MISC. Miscellaneous
MLB Mini-Lam Beam
MTL. Metal

(N) New
N.I.C. Not in Contract
NO. OR # Number
N.S. Near Side
N.T.S. Not To Scale

O.C. On Center
O.D. Outside Diameter
O.F. Outside Face
O.H. Opposite Hand

P/C Precast Concrete
P.S.F. Pounds per Square Foot
P.S.I. Pounds per Square Inch
P.T. Pressure-Treated
P/T Post-Tensioned

QTY. Quantity

RAD. Radius
REF. Reference
REINF. Reinforcement(ing)
REQD. Required
R.O. Rough Opening
R.S. Rough Sawn

SHT. Sheet
SIM. Similar
SP Space(s)(ing)
SPEC. Specification(s)
STD. Standard
STL. Steel
STRUCT. Structural
SYMM. Symmetrical
SW Shearwall

T & B Top and Bottom
TEMP. TEMPORARY
T & G Tongue and Groove
THK. Thick(ness)
T.N. Toe Nail
T.O.P. Top of Plywood
T.O.S. Top of Steel
T.O.W. Top of Wall
TRANS. Transverse
TYP. Typical

UON Unless Otherwise Noted

VERT.(V) Vertical

W/ With
W/O Without
W.P. Working Point
W.S. Welded Stud(s)
WWF Welded Wire Fabric

YD Yard

REGISTERED PROFESSIONAL ENGINEER
DAVID A. WILSON
NO.: C35672
EXP.: 9/30/13
CIVIL
STATE OF CALIFORNIA

Creegan+D'Angelo
INFRASTRUCTURE ENGINEERS

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

CITY OF SAN LEANDRO

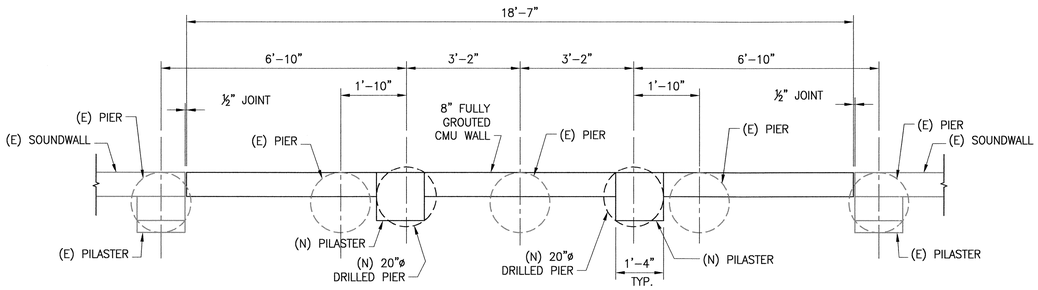
DESIGNED BY DW DATE 02/25/13
DRAWN BY ____ DATE ____
PROJECT MGR. ____ DATE 6/17/13
TRANS ADMIN. ____ DATE ____
SENIOR ENGR. ____ DATE 6/24/13
APPROVED BY: ____ DATE 6/24/13
CITY ENGINEER, R.C.E. No. 34870

GENERAL NOTES
WESTGATE SOUNDWALL REPAIR
WESTGATE PARKWAY
SAN LEANDRO, CA

SHEET 2 OF 5
JOB NO. 2012.0200
SCALE AS NOTED
DWG 3740 CASE 0202

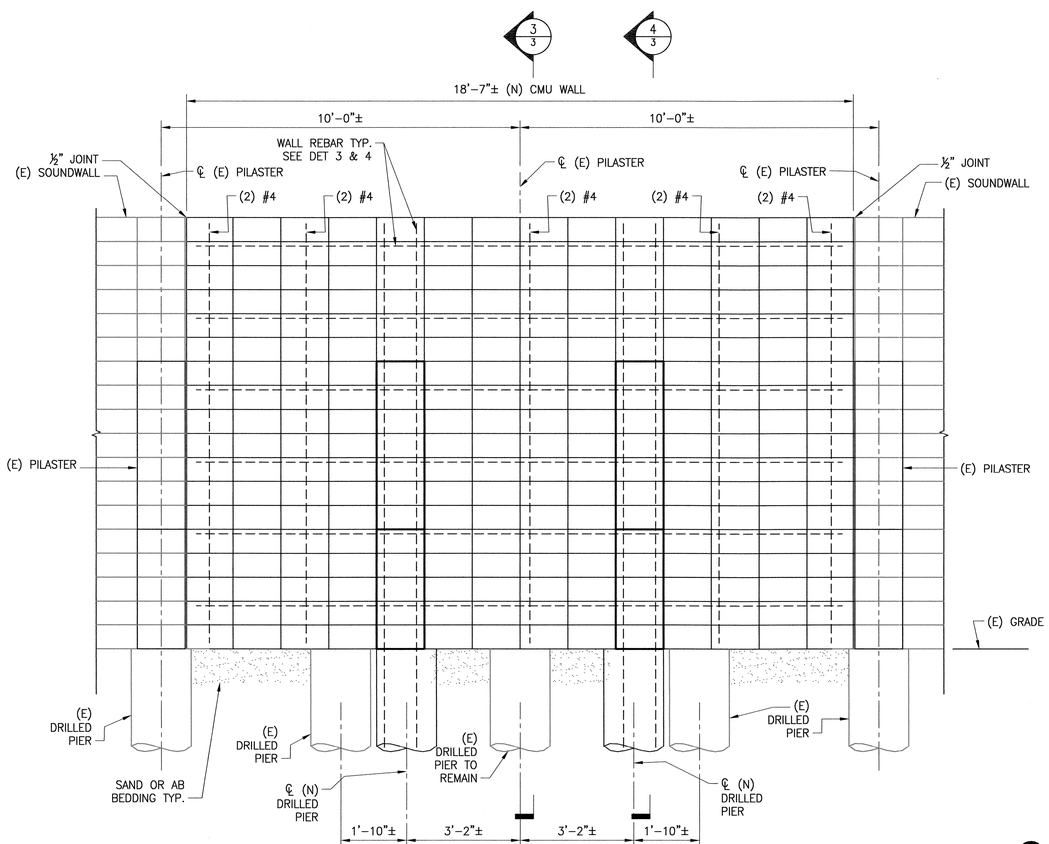
NOTES:

1. INSTALL EXPANSION JOINT MATERIAL AT (N) & (E) WALL INTERFACES.
2. PLACE (N) CMU WITH GROOVE FACE ORIENTATION ALTERNATING TO MATCH (E) WALL

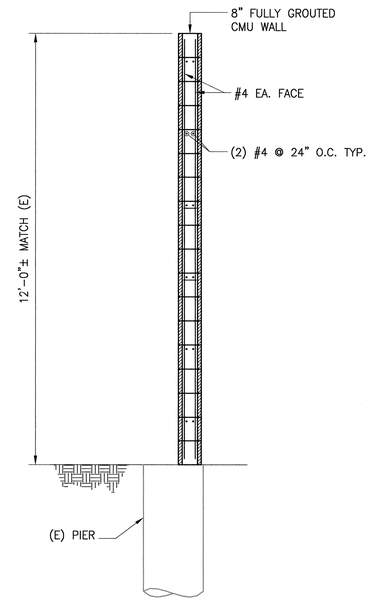


NORTH

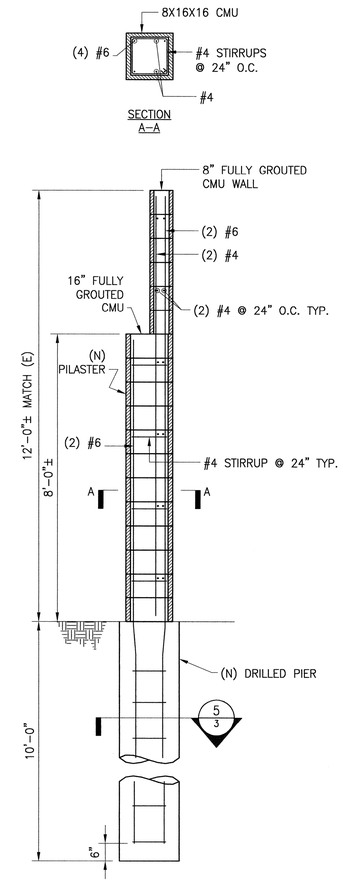
PLAN 1
1/2"=1'-0"



ELEVATION 2
1/2"=1'-0"

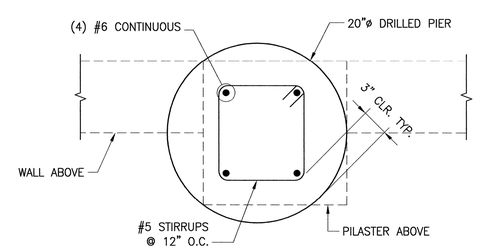


SECTION AT (N) WALL AND (E) DRILLED PIER 3
1/2"=1'-0"



SECTION AT (N) PILASTER AND (N) DRILLED PIER 4
1/2"=1'-0"

NOTE:
REBAR MAY BE OFF-CENTERED IN PIER TO ALIGN WITH PILASTER ABOVE



DRILLED PIER SECTION 5
1-1/2"=1'-0" PIER

REGISTERED PROFESSIONAL ENGINEER
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TRANS ADMIN.		DATE
SENIOR ENGR.		DATE 6/24/13
APPROVED BY:		DATE 6/24/13
CITY ENGINEER, R.C.E. No. 34870		

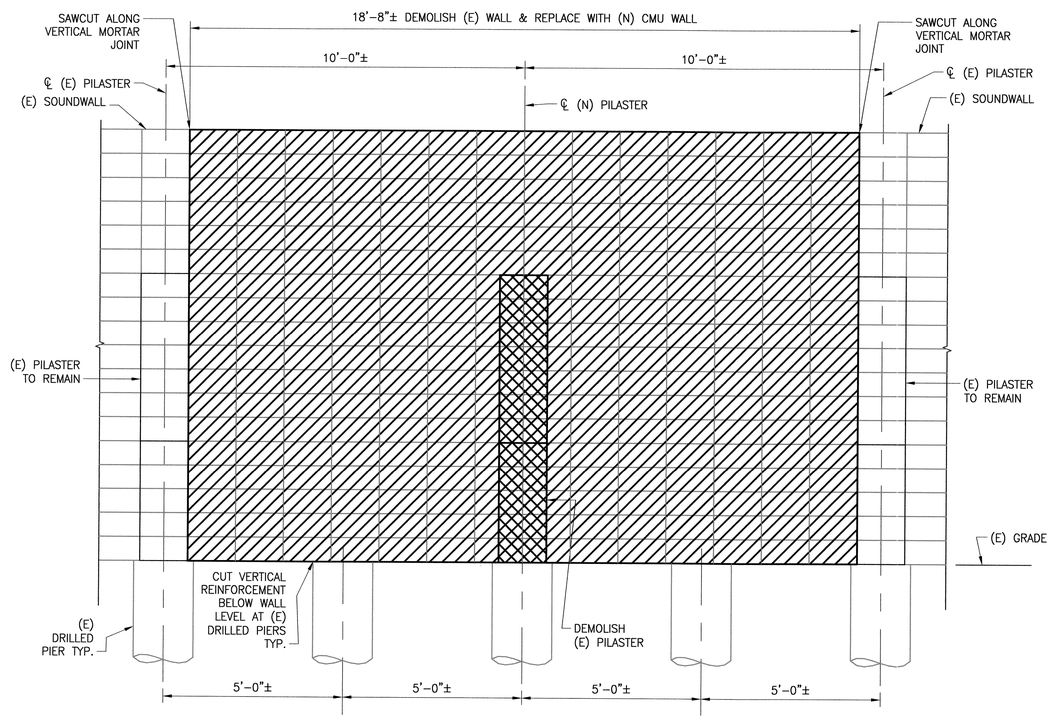
PLANS & DETAILS
WESTGATE SOUNDWALL REPAIR
WESTGATE PARKWAY
SAN LEANDRO, CA

SHEET 3 OF 5
JOB NO. 2012.0200
SCALE AS NOTED
DWG 3741 CASE 0202

LEGEND

EXTENT OF DEMOLITION

EXISTING TO REAMIN



DEMOLITION ELEVATION 1

1/2"=1'-0"

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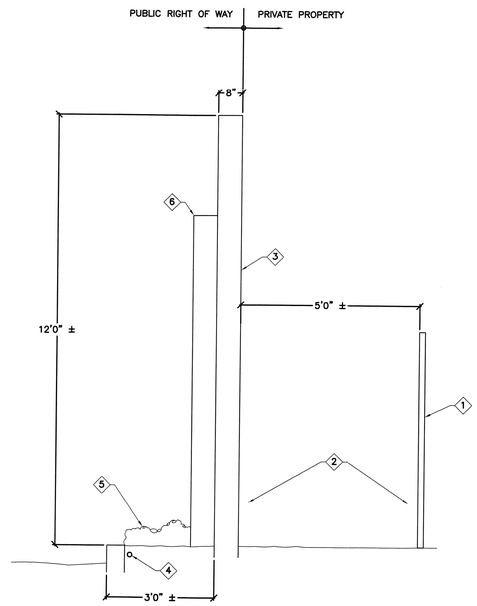
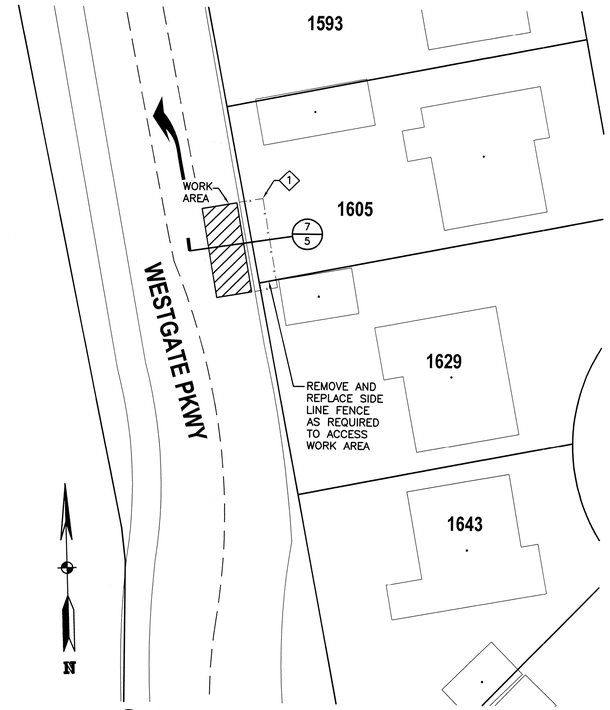
CITY ENGINEER, R.C.E. No. 34870

DEMOLITION ELEVATION
WESTGATE SOUNDWALL REPAIR
WESTGATE PARKWAY
SAN LEANDRO, CA

SHEET 4 OF 5
JOB NO. 2012.0200
SCALE AS NOTED
DWG 3742 CASE 0202



7/5 Section 1/2"=1'

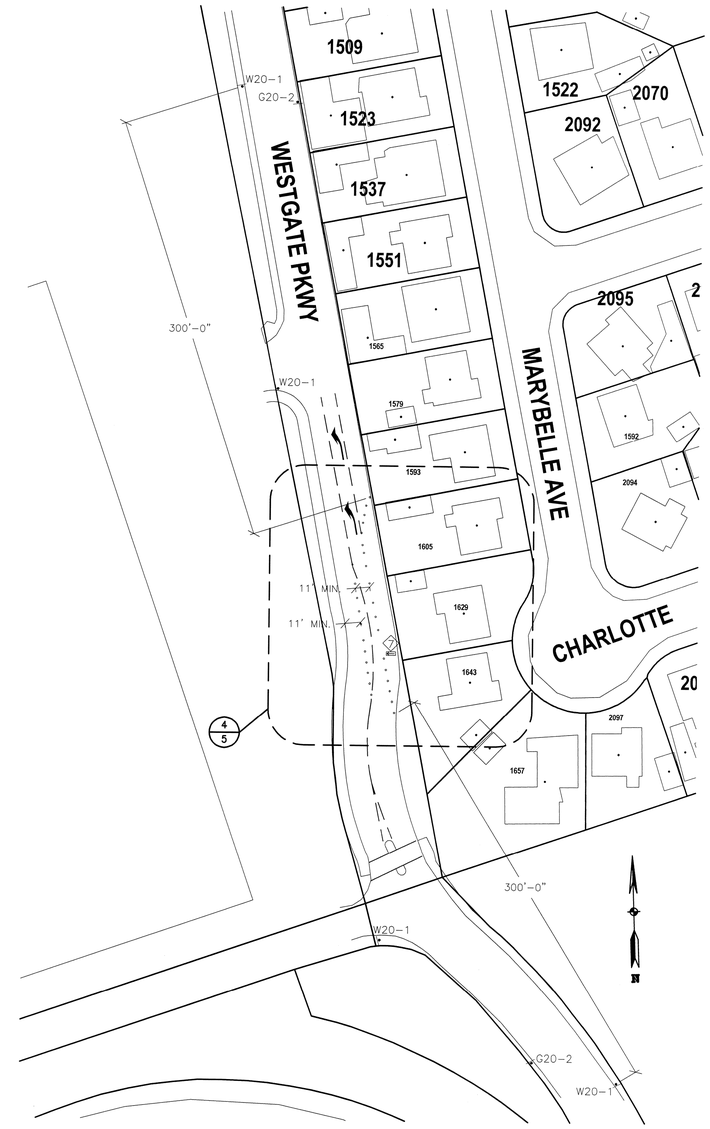


4/5 Site Plan 1"=20'

SHEET NOTES:

1. TEMPORARY CHAIN LINK FENCE 6' HIGH.
2. MINIMIZE IMPACT AND ACCESS ONTO PRIVATE PROPERTY.
3. STRIKE/FINISH MORTAR JOINTS ON PRIVATE SIDE OF WALL WITH EACH COARSE OF LAID BLOCK.
4. REMOVE AND REINSTALL IRRIGATION, OR PROTECT IN PLACE.
5. REPLANT DISTURBED AND DAMAGED SHRUBS.
6. PAINT WEST SIDE ONLY OF NEW CMU.
7. FLASHING ARROW BOARD.

5/5 Sheet Notes nts



1/5 Traffic Control Plan 1"=50'

REGISTERED PROFESSIONAL ENGINEER KENNETH C. JOSEPH No. 34870 Exp. 12-31-13 CIVIL STATE OF CALIFORNIA

CITY OF SAN LEANDRO INCORPORATED 1872

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NO.	DATE	REVISION

CITY OF SAN LEANDRO

DESIGNED BY	JOD	DATE 5/22/13
DRAWN BY	AMS	DATE 5/22/13
PROJECT MGR.		DATE
TRANS ADMIN.		DATE 6/25/13
SENIOR ENGR.		DATE 6/25/13
APPROVED BY:		DATE 6/26/13

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

WESTGATE SOUND WALL REPAIR
SITE PLAN AND DETAILS

AT FULL SIZE THIS LINE MEASURES 1"

SHEET 5 OF 5

JOB NO. 210-38-346

SCALE AS NOTED

DWG 2472.01 CASE 202